

## JASSBY ALLOWANCE ACCOUNT AGREEMENT

**General Terms.** The following terms and conditions are agreed to by you and us with respect to your Jassby Allowance Account with Needham Bank (the "Account"), with services provided by Jassby, Inc. ("Jassby"). In this agreement, references to "you" and "your" mean the Account holder and anyone who has authority to utilize the Account, and references to "us" and "we" refer to Needham Bank. To the extent that any of the following terms are void or unenforceable under applicable law, this agreement shall be treated as if such a term did not exist and all of the other terms shall continue in full force and effect. This agreement is only applicable to the Jassby Allowance Account ("Account") and not any other Accounts you may have with Needham Bank

This agreement shall be subject to the laws of the United States of America and the Commonwealth of Massachusetts.

1. **Types of Accounts.** The following terms apply:
  - a. **Individual Account** – An Account standing in the name of one Accountholder.
2. **Rules Relating to Funds Deposited in Your Account(s).** Funds that are deposited into your Account will be made available for withdrawal in accordance with our Your Ability to Withdraw Funds Policy.
3. **Right to Set-Off.** To the extent permitted by applicable law, Needham Bank must set-off any funds in your Account against any obligation that you owe to them now or in the future.
4. **Fees and Charges.** Needham Bank will provide you with a schedule of fees and charges which may be applied against your Account. You authorize Needham Bank to charge your Account for these fees and charges as applicable.
5. **Withdrawals from Account.** Needham Bank is not obligated to honor any request for payment against your Account unless there are sufficient available funds to pay such request. If we do pay any such item and, as a result, an overdraft occurs in your Account, you agree to immediately deposit sufficient funds in your Account to eliminate such overdraft. Jassby or Needham Bank may close your Account at any time by providing notice to you of such closure, accompanied by a check for the amount of funds therein.
6. **Automated Clearing Houses.** In the event that any transaction related to your Account utilizes the services of an automated clearing house, you agree to be bound by the rules of such automated clearing house or any association to which it belongs. These rules may provide, among other things, that payments made to you, or originated by you, will be provisional until final settlement is made through a Federal Reserve Bank or payment of the same is otherwise finally made as provided in Article 4A-403(a) of the Uniform Commercial Code. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account, Needham Bank is not required to give you next-day notice of receipt of an ACH credit item. However, we will notify you of the receipt of such ACH credits in the periodic statement that Jassby provides to you.
7. **Periodic Statements.** A statement will be delivered to you monthly by Jassby showing your activity. You must examine your statement promptly. If you discover or should have discovered any unauthorized withdrawal from funds in your Account, you must immediately notify Jassby of your discovery and provide them with all information necessary for them to determine whether the withdrawal was unauthorized. To the extent that you do not promptly notify them of any such unauthorized withdrawal, you may be liable for any loss which is thereafter sustained which they or we could have prevented had you promptly notified them of the unauthorized withdrawal. You agree that you will not have acted promptly if you fail to examine your statement and report any unauthorized withdrawal to them within 30 calendar days of the date that the statement was made available for your examination.
8. **Credit Reports.** In connection with your Account, you hereby authorize Jassby and/or Needham Bank to obtain a consumer credit report on you from any credit reporting agency.
9. **Abandoned Accounts.** If an Account has been deemed abandoned under Massachusetts law because there has been no Account activity for a period of three years, we must turn the funds in the Account over to the Commonwealth of Massachusetts. Jassby and Needham Bank will attempt to notify you in writing before this takes place. Funds which have been

turned over to the Commonwealth can be reclaimed from the Commonwealth, but proof of ownership will be required before payment will be made by the Commonwealth.

10. **Change of Address.** You agree to notify Jassby in writing of any permanent change of address. Any notice or statement mailed to the last address appearing on our records will be deemed delivered and binding for all purposes.
11. **Amendments.** Jassby or Needham Bank may amend this agreement at any time and will notify you in the manner and time periods required by applicable law.
12. **Unlawful Use.** You agree not to use your Account for unlawful internet gambling or other illegal activities.

## INITIAL DISCLOSURE OF TERMS AND CONDITIONS OF ELECTRONIC FUNDS TRANSFER SERVICES AGREEMENT –

The following disclosure of terms and conditions relating to your electronic funds transfer service is provided to you in accordance with the requirements of Federal and State Law. You should read this notice carefully to understand all of the terms and conditions which govern your electronic funds transfer service.

**Consumer Liability.** Tell Jassby AT ONCE if you believe your personal Account information has been lost or stolen or that someone has transferred from your Account without your permission. Telephoning is the best way of keeping your possible losses down.

**Contact in Event of Unauthorized Transfer.** If you believe your Account information has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, **call Jassby at 831-274-7330 during business hours or email us at customersupport@jassby.com.** You will have no liability for unauthorized use which occurs after you notify Jassby.

**Business Days.** For purposes of these disclosures, Jassby's business days are Monday through Friday. Holidays are not included.

### Transfer Types and Limitations.

1. **Account Access.**  
You may:
  - a) Have preauthorized payments made from your Account;
  - b) Get information about the available balances in your Account;
  - c) Authorize third parties to electronically debit your Account at point of purchase locations or otherwise utilizing information about your Account which you provide to such third parties and which transfer we elect to honor.
2. **Limitations on Dollar Amounts/Frequency of Transfers.**
  - a) You may buy up to **\$500.00** worth of goods and services each day and up to **\$2,000** each month.
  - b) There are no limits to the number of transfers you are allowed.
3. **Fees.** Refer to our schedule of service charges for the applicable fees which you may be charged.
4. **Confidentiality.** Needham Bank will disclose information to third parties about your Account of the transfer you make:
  - a) Where it is necessary for completing transfers, or
  - b) In order to comply with a government agency or court orders, or
  - c) Where it is necessary for legal, collection, Account or auditing purposes.
5. **Documentation.**
  - a) **Periodic Statements.** You will get a monthly Account statement.
  - b) **Documentation as Evidence.** Any documentation provided to you which indicated that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima-facie proof that such transfer was made.
6. **Preauthorized Payments.**
  - a) **Right to Stop Payment and Procedure for Doing So.** If you have told Jassby in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: **call Jassby at 831-274-7330 during business hours or email them at customersupport@jassby.com,** in time for them to receive your request 3 business days or more before the payment is scheduled to be made. If you call, Jassby may also require you to put your request in writing and get it to them within 14 days after your call.
  - b) **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order Jassby to stop one of these payments 3 business days or more before the transfer is scheduled, and they do not do so, they will be liable for your losses or damages.
7. **Jassby Liability.** If Jassby does not complete a transfer to or from your Account on time or in the correct amount according to their agreement with you, they will be liable for your losses or damages. However, there are some exceptions. They will not be liable, for instance:
  - a) If, through no fault of theirs, you do not have enough money in your Account to make the transfer.
  - b) If circumstance beyond their control (such as fire or flood) prevent the transfer, despite reasonable precautions that they have taken.

- c) If the funds are subject to legal process or other encumbrance restricting such transfer.

## INFORMATION CONCERNING ACCOUNTS GOVERNED BY MASSACHUSETTS GENERAL LAWS

The initiation by you of certain electronic fund transfers from your Account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

**UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

**Termination of this Agreement.** You may terminate your right to use your Account by **calling Jassby at 831-274-7330 during business hours or email them at customersupport@jassby.com.** If you call, Jassby may require you to put your request in writing and get it to them within ten (10) days after you call.

**In Case of Errors or Questions About Your Electronic Transfers. Call Jassby at 831-274-7330 during business hours or email them at customersupport@jassby.com,** as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. **Jassby must hear from you no later than 60 days after they send you the FIRST statement on which the problem or error appeared.**

1. Tell Jassby your name, Account number and dollar amount of the error.
2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. If you tell Jassby orally, they may require that you send Jassby your complaint or question in writing within 10 business days.

Jassby will determine whether an error occurred within 10 business days after they hear from you and will correct any error promptly. If they need more time, however, they may take up to 45 days to investigate your complaint or question. If they decide to do this, they will recredit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes them to complete our investigation. If they ask you to put your complaint or question in writing and they do not receive it within 10 business days, they may not recredit your Account.

They will tell you the results within 3 business days after completing their investigation. If they decide that there was no error, they will send you a written explanation.

You may ask for copies of the documents that they used in their investigation.

## YOUR ABILITY TO WITHDRAW FUNDS

Jassby and Needham Bank's policy is to make funds from your deposits available to you on the first business day after receipt of your deposit. However, funds from the following deposits will be available on the day the deposit is received:

- Please remember that even after the funds have been made available to you, and you have withdrawn the funds, you are still responsible for deposits that are returned unpaid and for any other problems involving your deposit.

### Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that Jassby and Needham Bank are open, they will consider that to be the day of your deposit. However, if you make a deposit after both are closed or on a non-business day, that deposit will be considered made on the next business day.

**TRUTH IN SAVINGS DISCLOSURE**

**MINIMUM BALANCE REQUIREMENT  
AND ACCOUNT RATE INFORMATION**

**Jassby Allowance Account** *(This Account does not earn interest)*  
Minimum deposit to open Account ..... \$0

**SCHEDULE OF FEES**

**Bank Deposit Account Charges**

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**Jassby Allowance Account**

- Maintenance Service Charge No Charge

**Fees**

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- Attachment/Levy *(per Account)* \$25.00
- Abandoned Property Fee \$25.00
- Summons to Trustee \$40.00

These charges are effective June 1, 2020.

Member FDIC  
Member DIF

**FACTS****WHAT DOES NEEDHAM BANK  
DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and <b>account balances</b></li> <li>■ <b>transaction history</b> and <b>payment history</b></li> <li>■ <b>credit history</b> and <b>credit scores.</b></li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share <b>customer's</b> personal information to run their everyday business. In the section below, we list the reasons financial companies can share their <b>customer's</b> personal information; the reasons <b>Needham Bank</b> chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Needham Bank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 781-444-2100 or go to <a href="http://www.needhambank.com">www.needhambank.com</a>
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## Who we are

Who is providing this notice?

Needham Bank

## What we do

How does **Needham Bank** protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

All of our operational and data processing systems are located in secure environments that are protected from unauthorized third parties.

How does **Needham Bank** collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- pay your bills or use your credit or debit card
- make a wire transfer.

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for your rights under state law.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- **Needham Bank has no affiliates.**

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- **Needham Bank does not share with non-affiliates so they can market to you.**

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- **Our joint marketing partners may include securities brokers.**

## Other important information

Needham Bank has established standards and practices to ensure compliance with the provisions of M.G.L. C 93H relative to the safeguarding of personal information contained in both paper and electronic records for the residents of the Commonwealth of Massachusetts.