



SOUTH SHORE BANK

BUSINESS DEBIT CARD AGREEMENT

TERMS AND CONDITIONS

This Agreement (the "Agreement") describes the Business Debit Card ("Card(s)") services offered by South Shore Bank ("Bank" or "we" or "us") to you as a depositor ("Depositor" or "you" or "your", singularly or collectively refers to the business identified in the Master Money and ATM Card Application you completed in connection with this Agreement (the "Application")). This Agreement also contains the terms under which the Card may be used to access the Bank's services by means of an automated teller machine ("ATM") or to obtain cash advances or "to make" purchases of goods and services at the place where they are sold, in person, by phone, Internet or otherwise ("POS Transactions").

If you request such services and satisfy our requirements applicable to holders of our Cards, the Bank will issue you a Card(s) that you may use to gain access to your business account(s) ("Debit Card Account(s)") specified in the Application or any other commercial deposit accounts that you or an authorized signatory designate in writing, including the primary checking account you designated in the Application (the "Primary Debit Card Account") for cash withdrawals, POS Transactions or other transactions that the Bank's Debit/ATM card(s) can be used for. By requesting, receiving, signing, using, authorizing another to use or otherwise accepting a Card (including any replacement or substitute Card), you and any authorized signer on your Account agree to be bound by the following rules and regulations:

BANKING RESOLUTION AUTHORIZATION. The Depositor hereby applies for such Card at Bank, in such maximum amount ("Transaction Limit") as Bank may approve and for which notice will be given to the Depositor if the Card is approved. You hereby certify that the business name set forth on the Application is the complete and correct name of the Depositor, and that the representative(s) signing this Agreement are the duly authorized officers, employees, agents, owners, partners or members of Depositor with the authority to execute this Agreement. Depositor further agrees that Depositor is bound by the terms and conditions of this Agreement and is responsible for all Account transactions to Depositor's Debit Card Account(s). You will deliver to us all votes, certificates and other documents requested by us to support the existence and continuing validity of the above certification and covenants.

CARD TRANSACTIONS. You are responsible and liable for all transactions made through the use of your Card. All such transactions are subject to all applicable agreements, rules and regulations of the Bank relating to the type of Debit Card Account(s) on which Card use is authorized now or in the future, as said agreements, rules and regulations are now in effect or as they may hereafter be amended, modified, or adopted. Only authorized individuals noted on the Application for the Business Debit Card may be holders of Cards. You authorize us to charge your Debit Card Account(s) for all transactions resulting from the use (including any use after the Card is returned to us) of the Card and you assume all responsibility and liability for all such Card use. You agree to indemnify us and hold us harmless from any and all losses, liabilities, claims from any party, damages and expenses (including legal fees and expenses) arising from or relating to the issuance of any Card or the use of any Card by a holder of a Card or any other person. You will require any holder of a Card and others in your employ to comply with the provisions of this Agreement and all other aforementioned agreements, regulations and rules, and you guarantee that they will do so.

MEANS OF IDENTIFICATION. Each cardholder will be assigned a Personal Identification Number ("PINs") to enable the cardholder to be identified when using the Card for ATM transactions and for certain POS Transactions. The Card and the PIN are to be used as instructed and you agree not to disclose your PIN in any manner whatsoever to anyone other than the authorized user of the Card. A cardholder may also be identified by the signature on the sales slip at the time a POS Transaction is initiated.

LIABILITY FOR DEBIT BALANCES. You will be liable for any debit balance in the Debit Card Account(s) specified in the application, including without limitation overdrafts and Account charges, whether or not the debit balance was caused by use of the Card, and promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collections, including but not limited to those incurred at trial and on any appeal.

RIGHT OF SET-OFF. If you owe us money pursuant to the terms of this Agreement, we can, to the extent allowed by law, use the money from any and all of your accounts with us to pay the debt. If we exercise this right, we will notify you promptly and inform you of the amount we have taken from your account.

YOUR LIABILITY FOR UNAUTHORIZED USE OF THE CARD. You agree to be solely responsible for the use of the Card and any transactions performed using the Card, whether or not you have authorized its use. Notify us AT ONCE if you believe your Card has been lost or stolen or if your PIN has been disclosed. Telephoning is the best way of reducing your possible losses. You could lose all the money in your Debit Card Account(s). If your statement shows transactions that you did not make, notify us at once.

Whenever a holder of a Card leaves your employ or you revoke such holder's authorization to use a Card, you must obtain the Card from the holder, return it to us and contact us immediately by calling the number set forth below.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your MasterCard® branded card, including any PIN-based, ATM, or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft to us. For commercial accounts, zero liability protection will only apply to transactions conducted with a card issued for a commercial purpose under a "small business" program as defined on www.mastercardbusiness.com.

HOW TO NOTIFY US TO REPORT CARDS LOST, STOLEN OR NO LONGER AUTHORIZED. During Normal Business Hours (781) 337-3000 or 1-800-660-7800. After Normal Business Hours 1-888-528-2273. You may also contact us in writing at:

SOUTH SHORE BANK
EFT RESOLUTION – OPERATIONS DEPARTMENT
1530 MAIN STREET
SOUTH WEYMOUTH, MASSACHUSETTS 02190

Business Days: Monday through Friday
Hours: Monday through Friday 7:00 A.M. - 7:00 P.M.
Saturday 7:00 A.M. - 2:00 P.M.
Excluding Federal Holidays.

However, telephoning is the best way to keep losses to a minimum. Once we have been notified of a lost or stolen Card, or the unauthorized use of your Card, we will deactivate the card. If you request the replacement of a lost or stolen Card, you will be charged a replacement fee in accordance with our Business Fee Schedule.

TRANSACTION LIMITATIONS. You may request multiple Cards for use by authorized employees, and transaction limitations may be set individually for each Card requested and issued, subject to maximum transaction limits approved by the Bank (the "Transaction Limits"). Your Card(s) may be used to access your Debit Card Accounts for POS Transactions and for other services, which may be accessed by an ATM Card, if approved by the Bank. There are two types of POS Transactions: (1) transactions that require the use of a PIN and (2) transactions that do not require the use of a PIN. Maximum Transaction Limits are as follows:

- Transfers between designated statement savings, statement Money Market and checking accounts. No dollar limits.
NOTE: If your account is a savings account, you may not make more than 6 transfers per month, and if it is a Money Market deposit account, you may not make more than 6 transfers per statement cycle, to another account with us or to a third party by means of preauthorized or automatic transfer, or telephone agreement, order or instruction, or by check, draft, debit card, or similar order made by you and payable to a third party. If you exceed these restrictions, we may assess an excess activity charge and convert your account to a transaction account.
- Withdraw Cash — Not more than the bank limit per day per Card (or less, depending on the amount of funds available in your Account for withdrawal).
- POS Transactions — The Bank will approve and set Transaction Limits for each Card issued, which shall not be greater than the bank limit per day. The Depositor may request lower Transaction Limits be applied on a Card-by-Card basis. In all cases, the daily Transaction Limit per Card will be the lesser of the amount available in your Debit Card Account or the requested and approved Transaction Limit.
- Deposits – You can make deposits up to \$5,000 per day to your designated accounts(s) at specified bank-owned ATM Machines. Funds from any deposits made at the ATM machines will be made available in accordance with the Bank's ATM Funds Availability Schedule. We may place an exception/extended hold on any check deposits upon balancing the ATM.

POS TRANSACTIONS. We will debit your Primary Debit Card Account for POS Transactions and you agree that each such debit shall constitute a simultaneous withdrawal from or demand on such Debit Card Account even if you have not signed a sales authorization and even though the transaction may not actually be posted to the Debit Card Account until a later date. POS Transactions will be posted to your Primary Debit Card Account in the order received and with the same legal effect as checks or drafts drawn on such type of Debit Card Account.

We may require that merchants who accept your Card for POS Transactions obtain an authorization from us for any transaction over a certain dollar amount. The available balance in your Primary Debit Card Account will be reduced by the amount of the POS Transaction for which a merchant receives authorization from us, even if the documentation evidencing such POS Transaction has not yet been received and processed by us. When the documentation has cleared through us, any "hold" placed on your Primary Debit Card Account for the amount of the POS Transaction will be released and your Primary Debit Card Account will be debited for the amount of the POS Transaction. We shall not be liable to you for dishonor of checks or failure to authorize subsequent POS Transactions during any time that a prior POS Transaction we have authorized has not yet been processed.

FEES. Depending on the type of Debit Card Account on which the Card is used, you may be charged for transactions that you make using an ATM and for each POS Transaction at the fees disclosed on the Bank's Schedule of Fees and Charges in effect from time to time.

DOCUMENTATION. A receipt will be made available by the seller at the time you make any POS Transaction using your Card. A receipt will be made available to you each time you use your Card at an ATM unless the terminal is not working properly. You will also get a monthly business checking account statement, which will reflect the electronic funds transfers to or from your Account made by the Card.

WHAT TO DO IN CASE OF ERRORS OR QUESTIONS. You agree to review your statements as soon as you get them. If a receipt or monthly statement shows a transaction not made by using one of the Cards issued under this Agreement or any other error, you must notify us promptly. Your notice must be by telephone at (781) 337-3000 and followed up with a written confirmation sent to us within 10 business days. Once written notice is received, we will investigate the matter and notify you of the results. If the alleged error concerns a transaction with a third party, our investigation may be limited to a review of our own records; it is your responsibility to contact the third party to pursue the matter further. Any error we make will be corrected. If we find that there has been no error, you may be charged normal bank research fees for the time required to research your transactions. If we do not receive notice of an error within 60 days after the date on which we mailed the statement on which the transaction at issue initially appeared, the statement will be deemed to be correct.

BANK'S LIABILITY FOR FAILURE TO MAKE PAYMENTS OR TRANSFERS. We are not liable for failing to process or complete an electronic banking transaction to or from one of your Accounts with us unless you prove the failure was caused by our willful misconduct or gross negligence and caused you actual harm. In no event, will we be liable for not processing a payment or transfer:

1. If through no fault of ours, you do not have enough available funds in your Debit Card Account to make the transfer.
2. If the funds in your Debit Card Account are subject to legal process (e.g., levies, liens, etc.) or another type of restriction on transfer.
3. If the ATM where you are making a transfer and/or withdrawal is out of service and/or not able to dispense cash.
4. If circumstances such as flood, fire, power failure or other causes beyond our control prevent the transfer.
5. If the terminal was not working properly and you knew about the breakdown when you started the transfer.
6. If we have not received the deposit from the original source.
7. If we have not received proper authorization and notice.
8. If the merchant or financial institution fails to accept the Card.
9. If your Card and/or PIN has been reported lost or stolen and you have reported it to us, or we have canceled your PIN and/or your Card, and other electronic banking service.
10. If the U.S. Postal Service causes delay.
11. If we have reason to believe that you or someone else is using the ATM, POS Transaction terminal or other electronic banking service for fraudulent or illegal purposes.

There may be other exceptions stated in our applicable agreements, rules and regulations.

IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SUBSEQUENT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

VERIFICATION AND CREDITING OF DEPOSITS. All deposits made through the use of your Card are subject to proof and verification by us. All deposits are subject to the availability schedule published by us from time to time.

TERMINATION OF SERVICES OR PRIVILEGES. We may at any time, at our sole discretion, limit, suspend or modify the electronic funds transfer services we provide, including those that can be accessed through your Card, and may at any time revoke the Card or terminate your Card services. In the event that we take such action, we will notify you in writing within 30 days of the date we have taken such action. The Card at all times remains our property and upon revocation of the Card you agree to surrender it to us or our agent upon demand. If this Agreement is in effect, you agree to maintain with us at least one business checking account to which your Card provides access. Termination of this Agreement does not terminate the Account(s) that the Card accesses, but the closing of the last such business checking account will terminate this Agreement simultaneously.

BUSINESS PURPOSE. You warrant and agree that the Card services are going to be used only for business purposes and shall not be used for personal, household or family purposes.

INFORMATION ABOUT THE DEPOSITOR. Depositor agrees to provide to Bank, upon request, any financial and credit related information that Bank deems necessary to establish and maintain this Account, including requests made in the future. Depositor understands that Bank will open the Account in reliance on that information. Depositor promises that all information provided to Bank either now or in the future will be true and complete. Depositor agrees to notify Bank immediately of any adverse change in Depositor's financial or credit condition. Information concerning the Account may be reported to credit reporting agencies and will be made available when requested by proper legal process.

FOREIGN TRANSACTIONS. Purchases and cash withdrawals made in a foreign country and foreign currencies using your Card will be converted to U.S. dollars at the rate that exists on the date of exchange as determined by the foreign bank in accordance with operating regulations relating to the applicable network and other applicable operating rules for international transactions. The conversion rate may not be the same as on the transaction date. We do not have any control over the conversion rate or any conversion fee that may be charged by a Card association.

MERCHANT TRANSACTIONS. We will not make cash refunds or any other refund on purchases with your Card. We also will not be liable if a merchant refuses to honor your Card. You must handle any claim or defense for a purchase directly with the merchant or other business establishment that accepted or refused to accept your Card. You may not assert disputes you may have with a merchant against us, as, for example, when you believe that the goods or services paid for with the Card were defective, not delivered or not as promised. Any such dispute is solely between you and the merchant, and you must still pay the total amount of the sales draft plus any appropriate charges we may be authorized to make. Any merchant credit vouchers for returns or adjustments will be credited to your designated Account when received by us.

SURCHARGES AND CONVENIENCE FEES. Additional surcharge or convenience fees may be charged to, and deducted from, your Account if you use an ATM owned or operated by someone other than Bank, as well as by any national, regional or local network utilized to effect the transaction. These surcharges or convenience fees are paid to these persons and are beyond our control.

MODIFICATION AND WAIVER. The modification and waiver of any Depositor's obligations or Bank's rights under this Agreement must be made in writing signed by Bank. Bank may perform any of Depositor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion.

ASSIGNMENT. Depositor may not assign this Agreement. Any such assignment of its rights under this Agreement and any attempted assignment will be null and void. Bank has the right to sell or transfer the Account at any time.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Depositor and Bank and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees. The term "Bank" shall mean the Bank specified in this Agreement, its successors and assigns, and subsequent holders of this Agreement.

APPLICABLE LAW. The laws of the Commonwealth of Massachusetts shall govern this Agreement. Depositor consents to the jurisdiction and venue of any court located in the Commonwealth of Massachusetts in the event of any legal proceeding under this Agreement. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain in full force and effect.

MISCELLANEOUS. If Bank obtains a judgment for any amount due under this Agreement; interest will accrue on the judgment at the highest rate of interest permitted by law. This Agreement and any related documents represent the complete and integrated understanding between Depositor and Bank and supersede all previous agreements with respect thereto.

AMENDMENTS. We may amend, modify or rescind the rules and regulations applicable to your use of the Card at any time by mailing or delivering written notice of such amendment, modification or rescission to you.

If an immediate change in the terms and conditions governing your use of the Card is necessary in order to maintain or restore the security of the Bank's electronic services or your Accounts, the Bank is not required to give you prior notice.

Any amendment, modification or rescission made in the manner described above shall be binding upon you as though expressly agreed to by you. If any written notice is mailed to you pursuant to this Agreement, it shall be mailed to your last known address as shown on the Bank's records.

Any written notices to the Bank should be sent to:

SOUTH SHORE BANK
ELECTRONIC BANKING DEPT
1530 MAIN STREET
SOUTH WEYMOUTH, MASSACHUSETTS 02190

Any notice given orally must be immediately confirmed in writing to be effective.

Member FDIC Member DIF

05/15



SOUTH SHORE BANK
BUSINESS DEBIT CARD APPLICATION

Business Name: _____

Business Address: _____

City, State, Zip: _____

Business Telephone: _____ Business Fax: _____

Tax ID Number: _____ E-Mail Address: _____

Type of Business: Sole Proprietor Partnership Corporation
 Other _____

Primary Checking Account: _____

Additional Account: _____

Additional Account: _____

Number of Cards Requested: _____

Cardholders: Please Print or Type

Name	Social Security Number	Primary Account Only	All Accounts	ATM \$ Limit *	POS \$ Limit *

**Transaction limits above those stated in the Terms and Conditions must be approved by the bank.*

As Owner/Authorized Signer of the above referenced company, I understand that I am assuming responsibility for South Shore Bank Business Debit Cards used by the individuals listed above. Use of the card signifies agreement to the terms and conditions set forth in the Business Debit Card Agreement. I/We authorize the release of credit information to South Shore Bank.

Owner/Authorized Signer: _____

Date: _____

Mail or deliver Business Debit Card Application to:

South Shore Bank
Deposit Operations
1530 Main Street
South Weymouth, MA 02190

Bank Employee: _____ Br# _____ Date _____