



Money HQsm Addendum to Online Banking Services Agreement

This Addendum ("Addendum") supplements, amends and is part of the Online Banking Services Agreement ("Agreement") between you and Apple Bank for Savings, the "Bank" or "us", which is hereby ratified, affirmed, incorporated and otherwise continues to apply. This Addendum describes your rights and obligations as a user of the Money HQ Service ("Service"). Please read it and make a copy for your records. By subscribing below using your Electronic Signature, clicking "I Agree," accessing and using the Service, you agree to be bound by this Agreement. You and your Authorized Person(s) must abide by the Bank's Rules.

This Addendum contains defined and abbreviated terms (e.g., "Electronic Communications" or "ECs," "Electronic Funds Transfer" or "EFT," "Eligible Accounts," etc.) as set forth in the final section of the Agreement, Definitions.

Money HQ Features:

Aggregation of Online Financial Accounts

Upon enrollment and acceptance of this Addendum, you can use the Money HQsm Service to consolidate, organize and present certain information from your accounts at the Bank and with third parties such as banks, credit unions, brokerages, credit card providers, billers and other sources of financial information ("Information Providers") on secure web pages. For each of your registered accounts on the Service you will need to provide your User ID, Password, account number and/or personal information number ("PIN") so that the Bank can retrieve your account information. Based upon your setup instructions for each account, the information can be retrieved on a daily, on-login or on-demand basis.

Account Information

It is necessary for the Bank to access third party Web sites and databases containing information regarding your accounts and financial relationships to provide certain of the features included in the Money HQ Service. The Bank regards your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us.

- A. **Account Access.** You may access or view Accounts through Online Banking and the Money HQ Service, which include a Transfers Tab, which allows for internal transfers, as well as External Transfers (i.e. through EFTs) involving one or more External Accounts that can be linked (see below), using External Transfers HQsm.
- B. **Transfer of Funds.** You may use Money HQ's External Transfers HQ to associate or link one or more External Accounts (which you must beneficially own or control) maintained at other U.S. financial institutions, with Eligible Accounts at Apple Bank for Savings. You will be able to initiate EFTs among such accounts through an ACH network. Thereafter, with certain limitations, you may initiate EFTs through ACH, going to (credit) or from (debit) your linked accounts. Access to Eligible Accounts may be limited or prohibited for certain purposes.
- C. **ACH/EFT & Check Payment Order.** On any given Business Day, when both ACH/EFT debits and/or checks are presented for payment against your account, Apple Bank will pay ACH/EFT debits first, followed by any checks presented. ACH/EFT debits will be paid in the order in which they are received by the Bank and then checks will be processed in the same manner. For example, if an ACH/EFT debit for \$300 is presented for payment and two checks are also presented for payment, the ACH/EFT will be processed first, followed by the two checks in the order in which they were received by the Bank.

Additionally, other EFT transactions, such as point-of-sale transactions, will be posted to your account throughout the day as they are received by the Bank.

- D. **Mobile Devices.** The Bank has configured its software to prevent you from accessing the Money HQ Service for external transfers through a mobile device, smart phone or personal digital assistant ("Mobile Device"). You may, however, conduct permitted internal funds transfers between your linked Apple Bank accounts. **Note:** Some Mobile Devices could be incompatible with our Mobile Browser and might not work properly.

Security: Mobile banking involves the same risks that Online Banking ordinarily entails. But Users of Mobile Devices take additional risks by using them wirelessly in public places, possibly in proximity to wrongdoers or malefactors seeking to

steal personal data and information, personally or using electronic devices. Those circumstances call for Users to exercise even extra caution when conducting any banking business or transaction from a Mobile Device, to reduce the risks.

For those reasons, Users should be on high alert to their surroundings, nearby persons and devices. Further, Users must remember to always verify the appearance of their Personal Image and Name, and prior Log In date and time, every time BEFORE logging in to Online Banking from a Mobile Device.

For added security, Apple Bank's Mobile Banking browser will not allow Users to save their User IDs and Passwords when using the Mobile Browser. Also, an inactivity timeout will be employed. For general Online Banking security precautions, please *see* Your Online Security, *below*.

Transactions Limitations

Federal regulations require the Bank to limit the number of special withdrawals or transfers you make on savings or MMA accounts (which may, but need not, be conducted through the Online Banking Service or Money HQ External Transfers). The following limitations apply:

Money Market Accounts ("MMA")

You may make unlimited transfers from your MMA account to another of your accounts at Apple Bank, and unlimited withdrawals (payments directly to you) when such transfers or withdrawals are made in person, by mail, by messenger, or by using the Bank's or a Shared Network Automated Teller Machine ("ATM"). Each month you may make up to six (6) special withdrawals or transfers from your MMA in any combination of check, draft, debit card ("POS"), preauthorized or automatic transfer (including ACH transactions), or telephone agreement (including data transmission, e.g., internal transfers via Online Banking), order or instruction, payable to third-parties. Your account will be assessed a charge of \$20 for each excess withdrawal or transfer you make. We will provide you with a set of checks for check writing privileges upon your request.

Statement Savings Accounts

If you have a Statement Savings Account, you may make unlimited transfers from your savings account to another of your accounts at the Bank, and unlimited withdrawals (payments directly to you) when such transfers or withdrawals are made in person, by mail, by messenger, or by using the Bank's or a Shared Network ATM. Each month you may make up to six (6) special withdrawals or transfers from your savings account in any combination of debit card ("POS"), preauthorized or automatic transfer (including ACH transactions), or telephone agreement (including data transmission, e.g., internal transfers via Online Banking), order or instruction, payable to third-parties. Your account will be assessed a charge of \$20 for each excess withdrawal or transfer you make.

Passbook Savings Accounts. Statement Saving Account rules apply to Passbook Savings Accounts except that pre-authorized debits from a Passbook Savings Account are not permitted.

Pre-authorized Credits. You may make as many pre-authorized credits (i.e. direct deposits of Social Security) to your Passbook Savings or Statement Savings Accounts as you wish.

NOTE: Federal regulations require that if you continually violate the Transactions Limitations described in **Transactions Limitations**, above, we may have to close or reclassify your account, or in the case of an MMA, take away your ability to write checks on the account. We will notify you prior to taking any of these actions.

The following event will probably never happen, but is provided for by law: Apple Bank can, at any time, require 7 days' advance notice that you intend to withdraw funds from your Statement Savings or MMA account. We can refuse to permit a withdrawal in such cases, if we have not received the required notice. This advance notice has never been required, nor is the rule likely to be applied.

Alerts

You may use your Money HQ Service to create email alerts about your on-line financial information. The alerts may be based upon balances moving above or below a selected threshold, or a due date for an eBill, etc.

Your E-Sign Act Consent

To access the Money HQ Service, you must affirmatively consent (under the E-Sign Act, 15 U.S.C., Chapter 96) to receive information, notices, disclosures, records and other communications electronically, through Electronic Communications ("ECs"). Consent must be given during enrollment in a manner demonstrating your ability to access ECs in the manner they will be provided. You also evidence such consent when you (or an Authorized Person): (A) use a temporary User ID and Password, (B) complete depositor identification procedures, (C) create a User ID(s) and Password(s), (D) use the security features of Enhanced Login, or (E) Sign-On to use the Services.

Together, the User ID and Password will act as your legal signature and allow access to the Services. You affirm your consent whenever you Sign-On to Online Banking, gaining access to the Service.

Customer Identification

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you enroll in the Money HQ Service for External Transfer, we may ask for your name, address, date of birth, social security number, department of motor vehicles license registration number and state, and other information that will allow us to identify you.

Credit report information is utilized in verifying your identity. By clicking on the "I Agree" button and submitting the Money HQ Service application through ECs, you consent and authorize the Bank, Fiserv, Inc. ("Fiserv"), as successor to ACI Worldwide, Inc. ("ACI"), formerly known as Online Resources Corporation ("ORCC"), Cash Edge and their processing agents to access your credit report information in accordance with the Fair Credit Reporting Act ("FCRA") and other applicable law, for purposes of ascertaining your identity, determining eligibility to enroll, and using it to enable you to enroll and access the Service. The requested information may include non-public personal information about you and concern your property, finances or credit.

Fiserv, Cash Edge and their processing agent(s) will conduct the identification process using a number of security measures to establish your identity and ownership of the External Accounts you designate. These measures may include, but are not limited to, (1) the posing of a series of questions that must be satisfactorily answered, (2) the use of one or more test deposits and withdrawals to your External Accounts that must be verified by you, (3) the entry of information you ordinarily use to access the account provider's Web site (e.g., User ID, Password, etc.) and/or (4) the submission by you of written proof of ownership of the Accounts.

Only identified applicants qualify to activate the Service and to link accounts to one or more External Accounts. Each qualifying applicant (i.e. "End-User") may effectuate Transfers through ACH debits and credits between his or her Account and electronically associated or linked External Accounts.

Use of Money HQ's External Transfer Service

Linking Accounts

Using Money HQ you may establish an electronic association or link between an Account(s) and one or more External Accounts to facilitate EFT Transfers through an ACH network, without your physical presence at a branch or your hand written signature. To do this, qualifying Account Owners (see also, End-User, defined below) must furnish and submit the American Bankers' Association (ABA) Routing Number and account number for each such External Account so designated to be linked.

Authorization

By enrolling in the Service —through ECs—, you authorize and direct the Bank, Fiserv, Cash Edge and their processing agents to: (1) activate said Service, (2) accept and process your Instructions, and (3) do all things necessary to enable you to access use the Service.

ACH Rules

All Transfers initiated hereunder are subject to the Operating Rules and Guidelines of NACHA – The Electronic Payments Association (“NACHA”) and applicable regional or local ACH (“NACHA Rules”). All credits to your Accounts or External Accounts shall be provisional until we or such other financial institution that holds your External Accounts finally pays and settles for any such credit. If, for any reason, final settlement or credit is not received, your Accounts or External Accounts may be charged back for the amount(s) thereof, together with any applicable fees or charges. Additionally, illegal transactions, such as online gambling, will be blocked when detected by NACHA and/or the Bank. You agree to comply with and to be bound by the Rules, NACHA Rules and related procedures, as well as to the terms and conditions of this Addendum.

External Transfers

To use the Money HQ Service for “External Transfer,” you must maintain at least one deposit Account with us and at least one External Account, between which you may Transfer funds. Standard Transfer withdrawals affecting your Accounts are executed through ACH entries from or to linked External Accounts. You may originate withdrawals or deposits through the Money HQ Service from or to your Accounts, in a standard processing aggregate dollar amount limited to \$2,000 per transaction (completed), and \$5,000 per rolling 30-day period.

NOTE: Higher limits are enabled for standard processing under the following conditions: When the End-User (1) has established the Service for 3 months, (2) has had no negative activity or insufficient funds returns for Transfers, and (3) has completed at least one \$1,000 Transfer over 60 days in the past. The higher limits for standard processing inbound and outbound shall be \$15,000 per day, and \$25,000 per rolling 30-day period.

Premium Transfers

Premium Transfers, or “next day” processing, are available, subject to the same dollar limits, for a \$10.00 next day processing fee. Such withdrawals will be enabled for next day processing under the following conditions: When the End-User (1) has established the Service for 3 months, (2) has no negative activity or insufficient funds returns for Transfers, (3) has completed at least one \$500 Transfer over 60 days in the past, and (4) the Host Account must have a \$750 available balance (for Inbound Transfers) and a \$750 available balance plus the amount of the Transfer (for Outbound Transfers).

Timing of Transfers

It may take up to three (3) Business Days before any standard processing Transfer is Completed. Your Transfer Instructions should allow for this time period between the Send On date and the time your Transfer has been Funded. No further Transfer Instruction will be accepted before completion of a pending Transfer, but you may schedule a Transfer to occur thereafter. The processing of Transfer Instructions received before the Cutoff Time of 2:00 PM will begin on the same day. Instructions made after the Cutoff Time of 2:00 PM ET may not be processed until the following Business Day. When submitting Instructions you should make allowance for the Cutoff Time.

Business Days

A Business Day is any day other than a Saturday, Sunday or legal bank holiday. All Transfer requests (i.e. to initiate a transfer of funds through ACH) made after 2:00 PM ET will be treated as having been received on the next Business Day.

Instructions

You authorize us to charge your designated Transfer From account with us for all Transfers you, an End-User or other Authorized Person initiates through the Service and, further, you agree to have sufficient available funds in your Transfer From account on the Send On date to cover the amount of the Transfer and any fees associated with it. We will not be obligated to make any Transfer you may request unless there are sufficient available funds (including any available overdraft protection you might have). In the absence of sufficient available funds, the Transfer may be rejected and will not be reintroduced into the ACH network by us. Transfers to an External Account will be held by us on the calendar date and ordinarily will be reflected in your External Account on the Deliver By date. A fee of \$35.00 will be charged against your Account for any Transfer initiated against uncollected or insufficient available funds, whether such item is paid or unpaid.

Statements/Receipts

Upon delivery of a Transfer Instruction through the Service you will receive a written confirmation, electronically on your PC screen, of the initiation of the entry of the transaction into the ACH system. Your confirmation will contain a reference number for your use, if it becomes necessary.

End-User Representations and Warranties

By subscribing hereto and becoming an End-User, using your Electronic Signature (i.e. through clicking and submitting your consent electronically), requesting access and when using the Services each End-User authorizes, represents and warrants as follows:

- (i) Fiserv, Cash Edge and any of their processing agent(s) are authorized to use, copy, modify, display and distribute any information, data, materials or other content, both confidential and non-confidential, that the End-User provides to such processing agents for the purpose of providing the Services;
- (ii) End-User has the right to authorize and permit processing agents to access the End-User's accounts to effect funds transfers (i.e. External Transfers) or for any other purpose authorized by the End-User Agreement;
- (iii) By disclosing to and allowing processing agents to use such information the End-User is not violating any third party rights;
- (iv) The information provided to Fiserv, Cash Edge and their processing agents is and shall continue to be true, current, correct and complete;
- (v) Fiserv, Cash Edge and their processing agents are authorized to use the submitted information to perform the Funding service and to configure the same to be compatible with the End-User's accounts;
- (vi) Fiserv, Cash Edge and their processing agents are hereby appointed as the true and lawful attorney(s)-in-fact and agent of the End-User, with full power of substitution and re-substitution, for, in the name, place and stead of him or her, in any and all capacities, to access the Accounts, effect funds transfers, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as the End-User might or could do in person;
- (vii) That End-User shall indemnify, defend and hold Apple Bank, Fiserv, Cash Edge and their processing agents, their affiliates, partners, officers, directors, employees, consultants and agents harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from End-User's use of the Funding service, Fiserv's, Cash Edge's and their processing agents' reliance on the information, instructions, license and/or authorizations provided by the End-User, and for their violation of the terms hereof or their infringement (or that of any other user of their Funding service account) of any intellectual property or other rights of any person(s) or entity(ies).

Joint Owners. If two or more joint owners hold an Account, the Account may be accessed and linked to External Accounts owned by the same owners. Electronic withdrawals using the Money HQ Service may be made by any one of them, up to and including the entire Account balance, without the further consent of any other. The Bank shall not be liable for any such withdrawals made by any owner. Each owner is deemed to be an agent of every other owner for all purposes.

If any of the accounts that you register under the Money HQ Service is a joint account, you confirm that your joint account holder has consented for you to use that accounts with the Service. We will end your use of the Money HQ Service if any joint account holder notifies us that (i) he or she never consented to your use of the Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) he or she is withdrawing consent for you to operate the joint account.

Money HQ Service Termination. You may terminate this Money HQ Services Addendum and cease your participation, by calling between the hours of 8:30 AM to 6:00 PM ET, Monday through Friday, at (914) 902-APPLE (2775), or by writing the Bank at:

Customer Line
c/o Apple Bank for Savings
1395 Northern Blvd.
Manhasset, NY 11030

Fees

There are no monthly Maintenance Charges associated with the Service. There is a \$3.00 fee for standard processing External (ACH) Funds Transfers (per outgoing Transfer, only), which shall be charged to your Transfer From account. Next day processing of Funds Transfers is available, subject to the certain dollar limits (see External Transfers HQ Service, above), for a \$10.00 next day processing fee. For general information on Fees associated with the Bank's deposit accounts, see the Agreement, as well as the applicable Account Disclosure(s). A fee of \$35.00 will be charged against your Account for any Transfer initiated against uncollected or insufficient available funds, whether such item is paid or unpaid.

Consumer Electronic Funds Transfer ("EFT") Provisions

A. Scope. These provisions shall apply to any EFT conducted through the Online Banking or Money HQ Services, by which you authorize and instruct us or some other financial institution, through Fiserv, Cash Edge or any of their processing agents to debit or credit one or more of your deposit Accounts. The Act and Reg. E govern EFTs (as defined in the Agreement). The Bank may rely on any exceptions or exclusions to the provisions contained in the Act or Reg. E. Any terms not defined herein but which are defined in the Act or Reg. E shall have the same meanings as in said statute and regulation.

B. Your Liability. The rules set forth below determine your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. If you permit other persons (i.e. Authorized Persons) to use your User ID or Password for access to Online Banking, or the Money HQ Service, you are responsible for any transactions or Transfers they authorize from your Accounts or External Accounts.

2. You should notify us AT ONCE if you believe your User ID or Password is lost, stolen or known to someone other than yourself, and/or you believe that someone has effected (or may effect) an unauthorized EFT (e.g., a Transfer money from your Accounts or External Accounts without permission). Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your Account (plus your maximum overdraft line of credit).

3. Call the Bank AT ONCE at (914) 902-APPLE (2775) between the hours of 8:30 AM and 6:00 PM Eastern Time ("ET") if you suspect any unauthorized or fraudulent activity on your Accounts or External Accounts.

4. If you notify us within two (2) Business Days after you learn of the loss, theft or compromise of your User ID and/or Password, the maximum you can lose is \$50.00 if someone uses your User ID or Password without permission.

5. If you do not notify us within two (2) Business Days after you learn of the loss, theft or compromise of your User ID and/or Password, if we can prove that we could have stopped someone from using the User ID or Password if you had told us, you can lose as much as \$500.00.

6. If your periodic statement shows any EFT transaction that you did not make, you must tell us AT ONCE. If you do not notify us within sixty (60) days of transmittal of the FIRST statement showing one, you may not get back any monies you have lost after the sixty (60) days, if we can prove that we could have stopped someone from effecting the unauthorized EFT transaction(s) if you had told us in time. Our liability cannot exceed the amount of the unauthorized EFTs that occurred within the 60-day period. You may also be liable for the amounts as described in sections 4 and 5 above. If a good reason (such as a long trip or a hospital stay) was the reason that you did not know of the loss, theft or compromise of your Password, we may extend the time period in our discretion.

7. If the report is made orally, we will require that you send the complaint or question in writing within ten (10) Business Days. We will notify you with the results of the investigation within ten (10) Business Days after we hear from you and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will conditionally credit your Account within 10 Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Business Days, we may not credit your Account until the investigation is completed. If we determine that no error occurred, we will send you a written explanation within three (3) Business Days after the investigation is complete. You may request copies of the documents that were used in the investigation.

8. These limits on your possible liability for losses due to unauthorized EFT activity or Transfers on your Accounts may be exceeded, to the extent permitted by law, if the Bank determines that you were grossly negligent or participated in fraudulent conduct in the handling of your User ID and/or Password.

9. You may notify the Bank by telephone or in writing. Notification by general e-mail to report an unauthorized transaction is not binding on the Bank, not secure and, therefore, not advised.

C. Errors, Omissions or Questions. If you believe there are errors or omissions on your periodic statement, an EFT or Transfer receipt or confirmation, or if you have any questions regarding your Online Banking, Transfer or transaction,

Call Customer Line, at (914) 902-APPLE (2775), or write us at:

Apple Bank for Savings
c/o Customer Line
1395 Northern Boulevard
Manhasset, NY 11030.

We must hear from you at the telephone number or address, listed above, no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and Account number;
2. A description of the error or the Transfer in question and an explanation concerning why you believe it is an error or need more information; and
3. The dollar amount of the suspected error and date on which it occurred.

Liability

A. Our Liability. This section explains our liability to you only to the extent that other agreements, notices or disclosures do not separately disclose our liability. In the event of a conflict, this Addendum (and the Agreement it supplements) shall govern.

B. The Bank, Fiserv, Cash Edge and their processing agents may rely on the information you provide to Money HQ.

C. We will not be liable to you for any failure to provide access to Online Banking or the Money HQ Service. Unless otherwise required by law, we are only responsible to perform Services as described or referenced in this Addendum. We will ONLY be liable for the actual amount of direct loss or damage that you sustain and which proximately results from our gross negligence.

D. We will not be liable to you in the following instances:

1. If you provide the Money HQ Service with any incorrect information.
2. If through no fault of the Bank, you do not have sufficient available funds in your Accounts or External Accounts to make or fund an EFT.
3. If the Money HQ Service, your operating system or software evidently is not functioning properly at the time you attempt to initiate a Transfer.
4. If the financial institution(s) holding your External Accounts mishandle, prevent or otherwise delay the processing or posting of a Transfer.
5. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents an EFT transaction despite reasonable precautions that we have taken.
6. If there is an administrative hold on your Accounts (e.g., if access to them is blocked in accordance with the Bank's Rules, NACHA rules, etc.).
7. If there is an outstanding item of legal process resulting in a hold against your Accounts including, but not limited to, restraining notice, execution, sheriff's or marshal's levy, IRS Notices of Levy, NYS Tax Compliance Levy, Levy by execution, Court Ordered restraint, attachment, warrant or seizure notices, etc.).
8. If your funds are subject to a legal proceeding or other encumbrance restricting an EFT.
9. If your EFT authorization terminates by operation of law.
10. If your Account Transfers are found to exceed federal transaction limitations.
11. If you believe someone has accessed one of your Accounts without your permission and you fail to IMMEDIATELY notify the Bank.
12. If you have not properly followed instructions on how to make an EFT under this agreement or you provide incorrect or improper information or Instructions to the Bank, Fiserv, Cash Edge or their processing agents.
13. If we receive incomplete or inaccurate information from you or a third party involving your Accounts, External Accounts or Transfer(s), including, but not limited to, Transfer amount(s), Account or External Account numbers, ABA bank routing numbers, etc.
14. If we have a reasonable basis for believing that unauthorized use of your User IDs, Passwords, account numbers, Online Banking or the Money HQ Service has occurred or may be occurring, or if you default under this or other agreements with us, or

15. If you or we terminate this Agreement.

THE FOREGOING SHALL CONSTITUTE THE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS ADDENDUM.

NO WARRANTY. THE BANK DISCLAIMS ANY LIABILITY FOR ERRORS AND OMISSIONS CONTAINED IN THE CONTENT OF, OR DISPLAYED BY MEANS OF, THE WEBSITE. THE BANK DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR ADEQUACY OF SUCH INFORMATION.

APPLE'S ONLINE BANKING AND MONEY HQ SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND WITHOUT A WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

E. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, our officers, employees, agents and us harmless against any third-party claim, demand, loss, action, suit, or other proceeding, costs and expenses related to or arising from your use of Online Banking or the Money HQ Service.

F. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or the failures of Fiserv, Cash Edge or their processing agents, or those of any Internet browser provider, e.g., Microsoft (Internet Explorer), Google (Chrome), Mozilla (Thunderbird), Apple (Safari) or any ISP or other Online service provider. Nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or inability to access Online Banking, the Money HQ Service or your Accounts.

F. Virus Protection. The Bank is not responsible for any electronic virus or viruses, malware or spyware that you may encounter through use of these Services. We recommend that you routinely scan your PC using a current virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

Types of Electronic Communications and Your Rights

Types of Electronic Communications ("ECs")

ECs may consist of consumer disclosures required under law including Account Disclosure Statements, initial and subsequent disclosures, periodic statements, annual statements, records, notices (e.g., Transaction Numbers, confirmations, changes in terms, etc.), e-mail messaging, related information and other communications. Upon your consent to this Addendum, the Bank reserves the right to furnish any and all written communications through ECs. By way of example, but without limitation, they could include:

- Addendum to Online Banking Services Agreement (i.e. this Addendum)
- Money HQ Service information
- Online Banking Services Agreement (i.e. the Agreement)
- Schedules of Maintenance and Service Charges
- Initial Account disclosures for individual deposit account types (e.g., NOW checking, savings accounts, MMAs, time deposits, etc.)
- Periodic and other statements of Account balances, transactions (including EFTs), activity and other information relating to your Eligible Accounts, including, but not limited to, "eStatements"
- Subsequent account disclosures (e.g., changes in terms; renewals)
- Bill Payment Service account information
- Money HQ Service information
- Apple Bank for Savings and Affiliates' Privacy Policy Notifications
- Notices of changes to any of our agreements, terms, conditions or Account disclosures
- Security notifications (e.g., of possible unauthorized account access, data intrusions, etc.)
- Information about Enhancements to the Services
- Inquiries or notices to you concerning the resolution of any claimed error on your periodic statements
- Information concerning Account fees and charges
- Information about stop-payment orders you initiate through Online Banking or the Money HQ Service
- Any other information or notices concerning your Accounts

Your Rights Regarding ECs

Regarding your consent to receive ECs from Apple Bank, you have the following rights:

- Scope. Your consent to receive ECs applies to all Eligible Accounts and Services accessible by you through Online Banking, including the Money HQ Service.
- Funds Transfer Activity. After you Enroll in the Money HQ Service (by accepting this Addendum), any EFT transaction you make through the Service, using External Transfers HQ and an ACH network, will be reflected on your periodic account statements.
- Withdrawal. You may withdraw your consent to receive ECs related to Money HQ Services by notifying the Bank in writing at:

Customer Line
c/o Apple Bank for Savings
1395 Northern Blvd.
Manhasset, NY 11030

- Consequences of Withdrawal. The Bank will not assess a fee if your withdrawal is due to a material change in the Bank's System or Software requirements. Following withdrawal you will not be able to access the Service. Withdrawal could result in cancellation or non-payment of one or more Pending EFTs.
- Contact Information. Whenever your email address or other contact information changes you must promptly update your information with the Bank so it can continue to communicate with you in a timely manner. You should do so securely through Online Banking, under User Options. Notice will be effective when processed by us.
- Need for Paper Copies. You may obtain paper copies of documents you access through the Services. You may (A) print them from the PC screen when establishing or using the Service, (B) go to www.applebank.com, locate and print the document, (C) send a written request to Customer Line (as set forth above, under Withdrawal) identifying the necessary records, or (d) come to any branch and request a paper copy.

Your Online Security

When used with your User ID, your Password acts as an Electronic Signature and as your legal signature. You are solely responsible for keeping your User ID, Password, account numbers, and other Account and personal information strictly confidential. Although systematic safeguards are in place, you are personally responsible for ensuring your own security Online.

To help protect you against fraud and identity theft, **YOU MUST FOLLOW THE GUIDELINES** outlined in the Agreement (which this Addendum supplements) under "Your Online Security".

If you believe your Password has been lost or stolen, or if you suspect any fraudulent activity on your Account, call the Bank AT ONCE at (914) 902-APPLE (2775) between the hours of 8:30 AM to 6:00 PM ET, Monday through Friday. Additional coverage may be available during weekend hours. Telephoning us is the best way to minimize your losses and liability. If your belief or suspicion relates to Money HQ Services, call the Bank AT ONCE at 1-800-588-5871.

Change your Password **IMMEDIATELY** if you have any reason to believe it has become known or available to persons without authority to access your Accounts or Payment Account. You should also regularly change your Password through the Online Banking section of Apple Bank's Website.

Enhancements to Services

The Bank may add new Services, functionality, features or capabilities to the Money HQ Service ("Enhancements"). If it does, you will be notified of any material changes in terms and conditions. Thereafter, if you do not terminate the agreement and continue to use the enhanced Service, you will be deemed to have confirmed your acceptance of those terms and conditions. All other terms and conditions of the Agreement, the Rules and NACHA Rules, all as amended, will continue to apply.

Electronic Mail (E-mail)

If you send the Bank an e-mail message, the Bank will be deemed to have received it the following Business Day. You should NOT rely on e-mail if you need to report an unauthorized transaction from one of your Accounts or if you need to stop an EFT that is scheduled to occur.

NOTE: Sending e-mail messages to the Bank from outside the Online Banking portal of the Apple Bank website is not secure. Do not send to (or request from) the Bank any sensitive or private information (e.g., User IDs, Account numbers, Password, account numbers, Account information, etc.) *via* any general or public e-mail messaging system.

Term and Termination

A. Term. This Addendum will become effective on the Effective Date and shall remain in full force and effect until termination, as follows:

B. Termination for Cause. We may immediately terminate Online Banking privileges, including the Money HQ Service, without prior notice to you, if or when you:

1. Do not pay when due any required fee(s); or
2. Do not comply with this Addendum (and/or the Agreement it supplements), the NACHA Rules or the agreement(s) governing your Accounts, or
3. Your Accounts or External Accounts are not maintained in good standing.

The Bank will promptly notify you if, for any reason, we terminate this Agreement or your access to the Money HQ Service.

C. Termination for Convenience. To terminate this Addendum, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service. When the Money HQ Service is terminated, any scheduled Transfers may also be cancelled. You may notify the Bank of your intention to terminate by any of the following methods:

- By sending an e-mail to custline@apple-bank.com
- By calling (914) 902-APPLE (2775)
- By writing a letter and either sending it to the following address: Customer Line, c/o Apple Bank for Savings, 1395 Northern Boulevard, Manhasset, NY 11030, or giving it to a Customer Service Representative at any of the Bank's locations.

General Terms and Conditions

A. Bank and Other Agreements. You agree to be bound by this Addendum and to comply with all other agreements, rules, regulations, policies and practices applicable to your Online Account, your Accounts, products and services, including, but not limited to, your separate agreements, if any, with Fiserv, Inc. ("Fiserv"), Cash Edge or any of their processing agents.

The terms, conditions and privacy policies pertaining to the services of Fiserv, Cash Edge and their processing agents, as applicable, shall govern (A) your use of the particular Services, and (B) when visiting their websites and/or servers.

B. Your Initial Sign-On, enrollment in the Money HQ Service and use of the Service shall each constitute your Electronic Signature and will be binding upon you, your heirs and successors, as your legal signature. Similarly, each use by you or your Authorized User of your User ID and Password shall constitute your binding legal signature.

By your use of Online Banking or the Money HQ Services hereunder you acknowledge receipt of the agreements described above, together with all related disclosures, and intend to be bound by them. You should review all Account Disclosure Statements and related disclosures, charges that may apply for making EFTs, as well as the fee schedule contained in the Agreement which this Addendum supplements.

C. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Money HQ Service from time to time. We may send any notice to you *via* e-mail and you will have to be deemed to have received it three (3) days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law.

D. Termination Without Cause. We reserve the right to terminate this Addendum and your use of the Service in whole or in part at any time, without prior notice.

E. Assignment. We may assign this Addendum to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

F. Notices. Unless otherwise required by applicable law, any disclosures, notices or written communications to be given pursuant to this Addendum may be sent to you electronically (i.e. through ECs).

G. Privacy & Security. Our complete Privacy Policy is available on our Website by clicking the appropriately labeled link. Please also see "Your Online Security" provisions in this Addendum (above) and in the Online Banking Services Agreement, at section XV.

H. Disclosure of Information. We will only disclose information about your Account or EFTs through Money HQ to Fiserv, Cash Edge, their processing agents, and other third parties, under the following circumstances:

- To complete EFTs among your Accounts and External Accounts or other Transactions, for the provision of Money HQ Services.
- To investigate any claim(s) you make.
- To resolve errors or other questions.
- To verify the existence and condition of your Accounts for a third party, such as a credit bureau or a merchant.
- To comply with government or court orders, legal process (e.g., subpoena) or other reporting requirements.
- As authorized by you.
- As permitted under our Privacy Policy

If you are: (1) applying for the Money HQ Service, or (2) using the Service, you are subject to the separate Privacy policies of Fiserv, Cash Edge and their processing agents. Such policies should be carefully reviewed before you transmit any non-public personal information (A) during enrollment, (B) as part of the customer identification process and, thereafter, (C) when using the Money HQ Service.

I. Governing Law, Jurisdiction and Venue. The laws of the State of New York law shall govern this agreement and the Account relationships created under it, without regard to conflicts of law provisions thereof. By creating a User ID and Password, a Personal Name & Image, and/or by establishing a Money HQ Service relationship hereunder, and/or by maintaining an Account that may be accessed hereunder through ECs: you agree that (1) either the United States District Court for the Southern District of New York or the Courts of the State of New York shall have exclusive jurisdiction over you and the Account, and (2) that the proper venue for any action arising out of that relationship, respectively, shall be either in the Southern District of New York or in New York County, New York. In such instances, the depositor waives any objections to such jurisdiction or venue.

Definitions. In addition to the definitions in the Agreement, the following apply:

1. "Business Day" means any day other than a Saturday, Sunday or legal holiday;
2. "Cancelled" means that a Transfer will neither be processed nor sent at your request;
3. "Completed" means that we have sent a request to Transfer funds to the financial institution holding your External Account and the financial institution has not rejected our request to transfer funds on your behalf within the time established by banking institutions. It does not mean funds have necessarily been received into your Transfer To account;
4. "Cutoff Time" means 2:00 PM Eastern Time ("ET") on any Business Day and is the time by which we must receive Instructions to have them considered entered on that particular Business Day (*see* Timing of Transfers, above, for additional details);
5. "Deliver By date" means the estimated Business Day that a Transfer is expected to complete processing. This date will be not less than three (3) Business Days following the Send On date; funds may actually arrive at the Transfer To account (and be deducted from the Transfer From account) before or after this date;

6. "External Account" means a transactional checking or savings account held by an institution other than us and registered for the Money HQ Service, which account you associate or link with one or more of your other Eligible Accounts, subject to certain transactions limitations (*see above*, External Transfers HQ, Transfer of Funds, Transactions Limitations). The owner of the External Account must be the same as the Account owner, user or Authorized Person permitted to access Online Banking and the Money HQ Service, whether an individual, business, fiduciary or other entity;
7. "Funding Failed" means when the financial institution holding your External Account notifies us that your attempted Transfer from your External Account could not be completed;
8. "Funded" means when an amount to be transferred to your External Account has been withdrawn from the available balance of your Transfer From account;
9. "Money HQ Service" is the Service offered by the Bank pursuant to this agreement and enrollment, through which you can (1) aggregate and view your financial account information from other institutions, and (2) initiate EFTs through ACH, to or from one or more External Accounts, with certain limitations.
10. "In Process" means that a Transfer is no longer "Pending" or "Funded" and it cannot be changed or Cancelled;
11. "Instruction" includes any information you provide to us to effect a funds transfer (i.e. External Transfer), to be delivered to or from your External Account (e.g., third-party financial institution name, your account number, and Deliver By date);
12. "Pending" means any Instruction that you have ordered to be made which has not been Cancelled by you before the Cutoff Time on the Send On date;
13. "Returned" means an External Transfer was rejected and not processed by the third party institution that holds your External Account;
14. "Send On date" means the Business Day we will withdraw funds from your Transfer From account or the date we will send a request to withdraw funds from your External Account, and begin the delivery process;
15. "Sent" means an item has successfully left our delivery system en route to the institution holding your External Account. This is not a confirmation that the institution holding your account has received it;
16. "Transaction Number" means the number that we send in response to your Instructions to confirm that your Instructions have been received by us;
17. "Transfer" includes any Instruction to move funds electronically (an EFT) from one account to another (e.g., External Transfer) *via* the Money HQ Service and/or Instructions that have been processed through the Service, as the context requires;
18. "Transfer From account" means the account from which a Transfer is being requested by you via this Service. It includes your External Accounts, unless the context indicates otherwise;
19. "Transfer To account" means the account to which a Transfer is being requested by you *via* this Service. It includes your External Accounts, unless the context indicates otherwise.

**Apple Bank for Savings
Member FDIC**

(February 2017)