Apple Bank for Savings 🍅

Online Banking Services Agreement

This agreement ("Agreement") describes your rights and obligations as a user of the Online Banking Service, the Bill Payment Service and the Money HQsm Funds Transfer Service ("Services") through Apple Bank for Savings ("Apple Bank" or "Bank"), a New York state chartered savings bank and Member FDIC. The Agreement also describes the Bank's rights and obligations. Please read it and make a copy for your records. Definitions and abbreviations appear in Section XVII.

By subscribing, using an Electronic Signature, requesting access or using the Services (e.g., by clicking the "I **confirm**" and "I **agree**" buttons), you and anyone else you authorize to access or use the Services agree to comply with and be bound by this Agreement and the Bank's rules, regulations, policies and procedures, including amendments made from time to time ("Rules") of which you will be informed, if required, thirty (30) days before they take effect, unless the law requires or permits that they become effective sooner.

You represent and warrant that you are over the age of 18 and all information you provide to the Bank in connection with the Services, through ECs or otherwise, is now, and shall continue to be, true, correct and complete. You agree not to impersonate any person or to use a name you are not legally authorized to use. You will not use the Services for any unlawful purpose or in any way that is prohibited, expressly or implicitly, by the terms of this Agreement or by applicable law or regulation. You will not copy, store, use, recreate or interfere with any intellectual property and related legal rights of the Bank or any other third-party provider of information or Services hereunder, as subcontractor, vendor or otherwise, including, but not limited to, rights related to trademarks, service marks and copyrights. Further, you represent and warrant that you will not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other person's use and enjoyment of the Services.

I. Banking Transactions with Online Banking

- A. <u>Account Access</u>. You may access or view your Eligible Accounts through the Online Banking Service. Upon Enrollment in the Bill Payment Service at least one Eligible Account must be a primary checking account to be used for payments. Upon enrollment in the Money HQ Funds Transfer Service, any External Account(s) you choose to link to your Account(s) must be beneficially owned or controlled by you.
- B. <u>Money HQ</u>. Upon Enrollment and registration, you will have access to on-line personal finance management, through which you can:
 - Aggregate information from all your financial accounts
 - Electronically transfer funds between any of your Apple Bank accounts and External Accounts at other financial institutions (using the Funds Transfer capability)
 - Consolidate, organize & present bill information from credit card companies, utilities and other organizations
 offering online viewing of bills
 - Receive balance & due date alerts

To use the Money HQ Service you must separately Enroll and Register, which requires you to provide "Login Credentials" and other nonpublic personal information (e.g. SSNs, User IDs, Passwords, account numbers, etc.) to authenticate your identity and to: (1) retrieve your private financial information from third-party institution websites and databases for immediate display and use with Money HQ, and (2) associate or link an External Account(s) to use the Funds Transfer feature of Money HQ (through EFTs over an ACH Network).

C. <u>Transfer of Funds</u>. You will be able to: (A) effect internal funds transfers among Eligible Accounts through the Online Banking Service, (B) schedule one-time, future or recurring payments through the Bill Payment Service (see Section III, below), and (C) initiate EFTs from or to your External Account(s) through the Money HQ Service (via an ACH Network) and pursuant to the Operating Rules and Guideline of NACHA – The Electronic Payments Association ("NACHA") [see Money HQ Addendum hereto].

Upon enrollment in the Money HQ Service and linking one or more External Accounts, with certain limitations, you may initiate EFTs through ACH to come from (debit) or go to (credit) such accounts (see Money HQ Service Addendum).

D. Some limitations may apply, but ordinarily you may transfer funds among your checking accounts, savings accounts and money market accounts. Use of Eligible Accounts may be limited or prohibited for certain purposes (e.g. making EFTs on IRAs, QRPs, court ordered accounts, guardianships, etc.).

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 the Money HQ Service). 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 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 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.

<u>Passbook Savings Accounts</u>. The statement savings account rules apply to passbook savings accounts except that pre-authorized debits from a passbook savings account are not permitted.

<u>Pre-authorized Credits</u>. You may make as many pre-authorized credits (e.g. 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 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.
- E. <u>Mobile Banking</u>. Online Banking users can access many, but not all, Online Banking features through a mobile device, smart phone, personal digital assistant or other hand held device ("Mobile Device") using our mobile web browser. No special URL is required. To launch our mobile browser, simply type in <u>www.applebank.com</u>. Alternatively, you may download our Mobile Banking Application on the App Stores. Data fees from your mobile

carrier may apply. <u>NOTE</u>: Some Mobile Devices could be incompatible with our Mobile Browser and might not work properly.

Generally, the following Online Banking Services will be available from a Mobile Device by clicking on the Mobile Banking button, Logging In and following the prompts:

- 1. View account balances and histories
- 2. Make Bill Payments to existing Payees
- 3. Conduct permitted internal funds transfers between your linked Apple Bank accounts
- 4. Send and receive messages <u>securely</u> within an Online Banking session, using the Message Center

However, certain actions must be conducted at the full content website using a PC and cannot be performed using your Mobile Device. Apple Bank has configured the Mobile Banking software so that a Mobile Device may not be used to:

- Enroll in Online Banking
- Create or initiate external funds transfers (through Money HQ)
- Aggregate financial account information (through Money HQ)
- Create new Bill Pay Service Payees
- Make other Account Services Changes

Finally, the following Services will generally be available from a Mobile Device by clicking on the <u>www.applebank.com</u> button:

- Apply for a credit card through First Bankcard, a Division of First National Bank of Omaha
- Access our Mortgage Loan Service to view your existing mortgage loan information
- Access our Mortgage Application Service to start or submit a partial mortgage application to
 Apple Bank

<u>Security</u>: 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 <u>extra caution</u> 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.

II. Paperless Delivery of Periodic Statements ("eStatements") and Notices of Change; Updating Email Addresses

(1) <u>eStatements</u>

You will not receive your periodic Account statements on paper by ordinary mail. Instead, you will receive them through electronic communications ("ECs"). The "paperless" delivery of eStatements will occur through secure posting of them on the Apple Bank Website (monthly or quarterly, depending on the Account type and activity). Upon such posting, delivery of your eStatements will be considered completed. At our option, and as a courtesy only, we may send an email message to your record email address alerting you to a posting, but do not guarantee this.

<u>Opt-Out</u>. In most cases, if you do not want to continue receiving paperless delivery of your statements, i.e. eStatements, you may opt-out of this Service, as follows: Log in to Online Banking, go to the Account Services tab, scroll down to the Profile section, click on Online Statement Option and submit your request to discontinue paperless delivery.

(2) Notices of Change Delivered via Email

Apple Bank may also provide you with Notices of Change(s) regarding agreements, terms, conditions and disclosures for your Eligible Account(s) and the Services (e.g. changes in services, charges and fees, time frames, funds availability, etc.) through ECs. Delivery of notices of change may be made via email to your email address on record with the Bank, rather than through hard copies via ordinary mail.

(3) Update Email Address

It is very important that you keep your current email address on file with the Bank. Whenever your email address changes you must promptly update this information with the Bank so we can communicate with you about important security matters [e.g. Password changes, User ID changes, email address changes (to new and old addresses), adding new Bill Payees, etc.) in a timely manner. You may do so securely through Online Banking. First, Log in to Online Banking. Then go to the Account Services tab and scroll down to the Profile section. Click on "Change Email Address" and update your email address. Changes will be effective when processed by us.

III. Bill Payment Service

- A. <u>Description of Service</u>: The Bill Payment Service allows you to use a Computer to direct payments from your Payment Account (i.e. a primary checking account), on a one-time or periodic (recurring) basis, to payees that you designate, subject to the limitations, terms and conditions of this Agreement and your agreement with Official Payments Corporation ("OPAY"), as successor to Online Resources Corporation ("ORCC"). Bill Payments are: (1) scheduled and made through Payment Instructions given by you, (2) deducted from the Payment Account, and (3) payable in U.S. dollars to a payee located in the continental United States. With certain limitations, you can make payments to businesses or individuals.
- B. <u>Prohibited Payments</u>: The Bank reserves the right, from time to time, to restrict the types of payees to whom payments may be made using the Service. You should not use the Bill Payment Service to settle securities purchases, payments to interest bearing accounts, tax payments or court ordered payments. The sole responsibility for making any such payment(s), if they are delayed or are processed or credited improperly for any reason, will be yours. Among others, we will not process payments meeting any of the following criteria:
 - Designated by the Office of Foreign Asset Control as being a prohibited payee
 - Having an address outside the United States (except for APO)
 - Court–ordered payments such as alimony, child support, speeding tickets, etc.
 - Tax entities
 - Collection agencies

If a payment to a prohibited payee is inadvertently processed, the Payment Guarantee outlined below does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.

- C. <u>Bill Payment Limit</u>: You may not schedule any Bill Payment in an amount greater than \$15,000.00
- D. <u>Order of Payments</u>: On any Send On Date, Bill Payments will be processed pursuant to your Payment Instructions, as scheduled (at session's end). OPAY may process your Payment Instructions in two ways: (1) checks can be drawn against your Account, or (2) items can be processed electronically. For each Bill Payment scheduled that is processed electronically, OPAY will post an electronic debit against your Account on the Send On Date, in the Payment Amount for each scheduled Bill Payment. For those Bill Payments that are processed as checks against your Account, the item will be paid in the order received by the Bank.

<u>NOTE</u>: For related information pertaining to ACH/EFT & Check Payment Order, generally, please refer to the All About Your Apple Bank Accounts brochure and the specific Account Disclosure pertaining to your particular account(s).

- E. <u>Payment Instructions</u>. Sufficient funds <u>must</u> be available in your Payment Account on each scheduled Send On Date to fund the cost of each item to be paid. You may elect to schedule payments to recur in the same amount at regular intervals. Your Payment Instructions must be accurate. If you attempt to initiate a Scheduled Payment Date that falls on a non-business bay (i.e. Saturday, Sunday or legal holiday), an alternate available date will be offered for you to select as the Send On Date. Once funds are withdrawn from the Payment Account we may make the payment(s) by EFT or by mailing a check(s) to the payee(s).
- F. <u>Scheduling Payments:</u> When scheduling Bill Payments, be sure to provide enough time between the Delivery By date and the due date of your bill. Payments to electronic merchants (Payees) must be scheduled two (2) Business Days before the payment due date. For merchants that cannot accept electronic payments must be scheduled five (5) business days before the due date. For further information about Scheduling Bill Payments, go to the Bill Pay Tab during your Online Banking session and click on the "Help" button.
- G. <u>"Send On Date"</u> vs. "<u>Deliver By Date</u>": Always note the difference between the "Send On" and "Deliver By" dates. The Send On date is the date we will attempt to deduct the payment from your Payment Account. If the attempted deduction fails because you did not have sufficient funds in your Payment Account you, alone, will be responsible to reschedule the Bill Payment (which could not occur) or to make alternative arrangements to fund and make the Payment. Following a failed attempted payment deduction the Bank will make no second attempt and you will receive an in-session or Message Center message advising you of the failed attempt and the need to reschedule your Bill Payment. In that instance you will be charged an NSF fee of \$35.00.

If you schedule a payment with the Send On Date as the current date, you must have sufficient available funds in your account at the time the payment is scheduled. The funds will be deducted after you Log Out of the session. If you schedule a payment with the Send On Date in the future (and Payment Instruction will be stored), you must have sufficient available funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm ET.

The "Deliver By" date is the date that you can expect the payee to receive your payment. The Deliver By date for your payment should be no later than the due date the payee has indicated for the payment.

- H. <u>Customer Drafts</u>: If a payee cannot accept an ACH, the Bill Payment Service will send a draft drawn against your account, which may take up to seven (7) Business Days.
- I. <u>Adding Payees</u>: When you add a new payee, it may take two (2) Business Days to finalize the set up of a new payee. Therefore, you should schedule any payment to a new payee no later than four (4) Business Days before the first anticipated due date [i.e. as provided by agreement with the payee (ignoring any grace period) or as shown on its statement/invoice], to allow adequate time to set up the payee and verify information about your Account with the payee.

J. <u>Payment Guarantee:</u>

If a properly scheduled electronic payment is not received and posted on time by the payee, OPAY will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, OPAY will pay the fees and finance charges directly to the payee. In addition, OPAY will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating.

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. You scheduled the payment to be delivered on or before the due date of your bill, excluding any grace periods.

- 2. The payment was not made to prohibited or excluded payees (see below):
 - Payments to payees outside of the United States Payments
 - Payments to payees located in the Armed Forces Postal Codes, such as AE & AP
 - Payments that failed due to insufficient funds or other reasons
 - Payments to settle securities transactions
 - Payments to payoff special or delayed financing for purchases

- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- · Payments to credit counseling agencies who pay creditors on your behalf
- Payments to Tax agencies
- Payments to collection agencies

3. The information you supplied is correct (i.e. the payee name and address; your name and account number as it appears on the payee's records).

4. Your Payment Account had sufficient funds during our first deduction attempt on the "Send On" date.

OPAY will only be responsible for the direct fees or finance charges associated with the late payment. It will not be responsible for any other consequential damages that might arise from the late payment.

- No Duty to Monitor Payments; Bank Liability. The Bank is responsible only for acts of gross negligence or willful misconduct its processing and sending of payments upon your authorization (see also, Sections IV and XI, herein). In no event will the Bank be liable for monetary damages you incur because of:
 - Insufficient available or collected funds in your Payment Account to make the payment on the processing date.
 - Delays in mail delivery.
 - Changes to the payee's address or account number (unless the Bank has been advised sufficiently in advance of the change to timely process the payment).
 - The failure of any payee to correctly account for or credit payment(s) in a timely manner, or
 - Any other circumstance reasonably beyond the control of the Bank.

If the Online Service session during which you schedule a Bill Payment or place an EFT ends by 12:00 PM ET, the Bank will be considered to have received it on that day. If not, it will be considered received on the following Business Day. For entries made using the Service, the time recorded by us shall be deemed the official time of the transaction.

If your Payment Account does not have available funds sufficient to make a payment as of the date the payment is debited to your Account, we may block the Bill Payment Service until the Payment Account has sufficient funds. In such event, the Bank may attempt to notify you by e-mail or U.S. Postal Mail, but it will have no liability to you if it cannot complete a payment because there are insufficient funds in your Payment Account to process it. You are solely responsible to contact the Bank at (914) 902-APPLe (2775) to make alternate arrangements or to reschedule any payment not processed. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

L. <u>Cancel or Change Payment Instructions</u>. You may cancel or change an outstanding Bill Payment using the Service prior to 9:00 AM ET on the Business Day that the processing of the transaction is scheduled to be initiated, i.e. the Send On Date. If you ask us to cancel a payment after it has been issued and we agree to do so, we may charge you a stop payment fee. Oral stop payment orders will only be effective for a period of fourteen (14) days. You must confirm any oral stop payment order in a signed writing before that time elapses. After six (6) months, any confirmed stop payment order will terminate and must be renewed in writing in order to continue in effect. The Bank may pay any item presented following the lapse of any stop payment order.

The Bank may cancel a Bill Payment in good faith if we believe it might be fraudulent. In such an event, the Bank will attempt to contact you to inform you.

You may cancel a recurring transaction by verbal or written no later than three (3) Business Days before the Send On date of the transaction by contacting CustomerLine at the address or phone number listed below (see Section IV. C. If you call, CustomerLine will be authorized to act on your instructions once it has authenticated your identity through the Bank's internal procedures. The Bank may also require you to put your request in writing and provide it to us within 14 days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream

M. <u>Multiple Person Bill Payment Accounts</u>. If more than one person has access to a Payment Account, each one may individually enroll in the Bill Payment Service. Each person needs a unique Password, but may choose to use the same payee list. An individual may terminate her/his Enrollment in the Bill Payment Service without affecting the Service for any other person Enrolled in that Payment Account. However, any one of them may terminate Service, which will terminate it for all Enrolled persons on the Payment Account for any reason. To terminate the Service

you must notify the Bank in writing before the 23rd day of the month (see Section X, Bill Payment Termination, below).

IV. Consumer Electronic Funds Transfer ("EFT") Provisions

- A. Scope. These provisions apply to any EFT conducted through the Online Banking, Bill Payment or Money HQ, by which you authorize and instruct us or some other financial institution, through OPAY and its processing agent(s), Cash Edge, Inc. ("Cash Edge"), an ACH network or otherwise, to debit or credit one or more of your deposit Accounts. The Act and Reg. E, as defined herein, govern EFTs. 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. <u>Your Liability</u>. 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, Bill Payment or Money HQ Services, you are responsible for any Account activity or transactions they make, authorize or direct.
 - 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 any of your Accounts or a payment from your Payment Account 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).

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 Account.

- 3. If you notify us within two (2) Business Days after you learn of the loss, theft or compromise of your Password, the maximum you can lose is \$50.00 if someone uses your Password without permission.
- 4. If you do not notify us within two (2) Business Days after you learn of the loss, theft or compromise of your Password, if we can prove that we could have stopped someone from using the Password if you had told us, you can lose as much as \$500.00.
- 5. 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.
- 6. 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 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 an alleged error involves an EFT outside a state or territory or possession of the United States, the applicable time periods for action by us are twenty (20) Business Days (instead of 10) and ninety-(90) calendar days (instead of 45). 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.

- 7. These limits on your possible liability for losses due to unauthorized EFT activity on your Accounts or Payment Account may not apply, to the extent permitted by law, if the Bank determines that you participated in fraudulent conduct in the handling of your User ID and/or Password.
- 8. 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. <u>Errors, Omissions or Questions</u>. If your believe there are errors or omissions on your periodic statement, an EFT receipt or confirmation, or if you have any questions regarding your Online Banking, Bill Payment and/or Money HQ Services or transactions,

Call CustomerLine, at (914) 902-APPLe (2775), or write us at:

Apple Bank for Savings c/o CustomerLine 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.

V. No Handwritten Signatures Are Required

When any Bill Payment, Money HQ or other Online Banking Service generates a payment item(s), fee(s) or charge(s) against your Account, you agree that we may debit your Payment Account or other Account without requiring a physical signature on the item or other instruction. The mere use of the User ID and Password is legally sufficient for such purposes.

VI. Electronic Mail (E-mail)

If you send the Bank an e-mail message, it will be considered received on the following Business Day. You may NOT use or rely on e-mail messaging to report a claimed error or an unauthorized or disputed transaction from one of your Accounts or if you need to stop a payment that is scheduled.

- **NOTE**: The Internet (i.e. from outside of the Apple Bank Online Banking portal) is **NOT** secure for sending email messages. Do not send any sensitive or private information (e.g. SSN, account number, account information, User ID, Password, Personal Image or Name, etc.) to the Bank via any Contact Us form on the Apple Bank Website, or any general or public e-mail messaging system.
- You should **ONLY** provide private or sensitive information to the Bank when it is encrypted (through SSL) or sent directly and **SECURELY**. This can be done in one of the following ways:

Log In to Online Banking and, then, either:

- Go to the Account Services Tab and, under subheading "Contact Us" click on the "Send Secure Message" link and compose your email message; or
- o Click on the Messages link and go to the Message Center, then click on "Compose Message"

• <u>Update Email Address</u>. It is very important that you provide and keep your email address on file with us current. See section II. (3) above.

VII. Linked Accounts

Together, your tax identification number ("TIN" or "SSN") and designated customer profile will determine which Eligible Accounts may be linked to Online Banking, Bill Payment and Money HQ Services. Linked Accounts will appear together without regard to ownership. Consequently, you or an Authorized Person may be able to view all linked Accounts, including joint, custodial (e.g. UTMA accounts), retirement (e.g. IRA) and certain business accounts (e.g. sole proprietorship). Access to such accounts for certain purposes (e.g. EFTs and Bill Payment) may be prohibited.

Regarding any of the aforementioned Linked Accounts, that you register under any of the Services (i.e. Online Banking, Bill Payment and Money HQ) is a joint account, your use of the Services shall be deemed to confirm that your joint account holder(s) has or have consented and authorize you to use the Services. We will end your use the Services if any joint account holder notifies us that (i) they never consented to your use of the Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

VIII. Other Accounts

If you are a business, fiduciary or other entity, any user of any of the Services, either directly or through an Authorized Person, shall be, and hereby is, authorized, on such terms, conditions and agreements as we may require, to:

- Enter into this Agreement, as amended from time to time;
- Access each of your Accounts as are available through the Services for viewing, transactional or any other purpose(s); and
- Use the Online Banking Service for any purpose available through the Services.

IX. Term and Termination

- A. <u>Term</u>. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination, as follows:
- B. <u>Termination for Cause</u>. We may immediately terminate Online Banking privileges (including Bill Payment and Money HQ Services) 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 the agreement(s) governing your Accounts or they are not maintained in good standing.

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

- C. <u>Termination for Convenience</u>. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment Services are terminated, any pre-scheduled Bill Payments may also be cancelled. Your final charge(s) for such Services will be assessed at the end of the statement cycle. You may notify the Bank of your intention to terminate by any of the following methods:
 - By sending an e-mail to <u>custline@apple-bank.com</u>
 - By calling (914) 902-APPLe (2775)
 - By writing a letter and either sending it to the following address: CustomerLine, 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.

The Bank may terminate Service for convenience at any time for any reason. If it does, it will attempt to notify you in advance, but is not obliged to do so.

D. <u>Termination for Inactivity</u>. If you do not: (A) Log In to your Online Account, or (B) schedule and effect any transaction(s) on your Payment Account during any consecutive 90-day period, we may convert your Online Account and/or Payment Account to inactive status. If the Bank considers them inactive, you will need to contact us to re-activate the Services before you will be able to access information, make transfers or schedule any transactions.

X. Fees

<u>Online Banking and Bill Payment Fees</u>. The Bank offers the benefits and convenience of Online Banking Services to you free of charge. The standard fees and charges applicable to your Accounts, as set forth in "Maintenance and Service Charges," continue to apply.

<u>Bill Payment Termination</u>. You may terminate this agreement as it pertains to Bill Payment Services, cease your participation by notifying the Bank in writing before the 23rd day of the month or statement cycle in which you do, at:

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

<u>Apple Bank for Savings' Fees and Service Charges</u>. Maintenance and Service Charges specifically associated with any account are set forth in the Account Disclosure you receive at the time of opening such an account. Other fees associated with the Bank's deposit accounts, generally, include the following:

•	Abandoned Account Processing (savings accounts only)	\$20.00
•	Account Research/Transcript/Reconciliation (per hour, One-half hour minimum)	\$40.00
•	ACH/EFT Debits Paid or Returned (in our discretion) Against Insufficient or Uncollected Funds, per item	\$35.00
•	Canceling a Stop Payment Order	\$10.00
•	Deposited Items Returned (checks negotiated through us, drawn on other banks, which are returned unpaid (per item)	\$10.00
•	Document Production/Subpoena Compliance (when legally permissible, the Bank will charge the differential between statutory payments and standard Bank charges for document production required by a subpoena, summons, etc.) per action	varies
•	External (ACH) Money HQ Funds Transfer Fee (per outgoing transfer, only)	
	Standard Processing	\$3.00
	Next Day Processing	\$10.00
•	Incoming Wire (per wire)	\$15.00
•	Legal Process Fee (e.g. liens, levies, restraining orders, per action)	\$150.00
•	Stop Payment Order (all checks, ACH/EFT debits), per stop	\$35.00

Teller's Checks (over \$1,000 – depositors only)

 Payable to Account holder Payable to third party, 	Free \$10.00
The cost of publishing any notice that money in the account is to be turned over the New York State as Abandoned Property	varies
Transaction Limitations, Per Excess Withdrawal or Transfer	\$20.00

XI. Liability

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- A. <u>Our Liability</u>. 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 Agreement shall govern.
- B. We will not be liable to you for any failure to provide access to Online Banking, Bill Payment or Money HQ Services or Accounts. Unless otherwise required by law, we are only responsible to perform Services as described in this Agreement. We may ONLY be liable for the actual amount of direct loss or damage that you sustain that proximately results from our gross negligence, willful misconduct or the Bank's breach of an explicit representation or warranty set forth herein.
- C. With regard to Bill Payment Services, OPAY may be liable to you pursuant to its Payment Guarantee (see Section III. J., above).
- D. We will not be liable to you in the following instances:
 - 1. If through no fault of the Bank, you do not have sufficient available funds in your Account or External Account to make or fund an EFT.
 - 2. If through no fault of the Bank, you do not have sufficient available funds in your Payment Account to make or fund a scheduled Bill Payment.
 - 3. If the Money HQsm Service, your operating system or software is not functioning properly at the time you initiate an EFT.
 - 4. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents an EFT or Bill Payment transaction despite reasonable precautions that we have taken.
 - 5. If there is an administrative hold on your Account or Payment Account (i.e. if access to them is blocked in accordance with the Bank's Rules).
 - 6. If there is an outstanding item of legal process resulting in a hold against your Account or Payment Account 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.).
 - 7. If your funds are subject to a legal proceeding or other encumbrance restricting an EFT or Bill Payment.
 - 8. If your transfer or Bill Payment authorization terminates by operation of law.
 - 9. If your Account Transfers exceed federal transaction limitations.
 - 10. If you believe someone has accessed one of your Accounts or Payment Account without your permission and you fail to IMMEDIATELY notify the Bank.
 - 11. If you have not properly followed the instructions on how to make an EFT or to schedule or make a Bill Payment under this Agreement.
 - 12. If we have received incomplete or inaccurate information from you or a third party involving your Account(s), External Account(s) or EFTs including, but not limited to, dollar amount(s), account numbers, ABA bank routing numbers, etc.
 - 13. If we have a reasonable basis for believing that unauthorized use of your User IDs, Passwords, Online Banking Services, Account(s) or Bill Payment Account has occurred or may be occurring, or if you default under this or other agreements with us, or
 - 14. 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, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

<u>NO WARRANTIES</u>. 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.

THE ONLINE BANKING, BILL PAYMENT, AND FUNDS TRANSFER MONEY HQ SERVICES ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE BANK DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGMENT OF THIRD-PARTY INTELLECTUAL RIGHTS. THE BANK MAKES NO WARRANTY REGARDING LINKS TO THIRD-PARTY WEBSITES OR THIRD-PARTY SOFTWARE. USE OR ACCESS TO SUCH THIRD-PARTY LINKS AND SOFTWARE, OR WEBSITES IS DONE SO ENTIRELY AT YOUR OWN RISK.

- E. <u>Indemnification</u>. You agree to indemnify, defend and hold us, our affiliate companies, directors, our officers, employees and agents 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, Bill Payment and Money HQ Services.
- F. <u>Third Parties</u>. We are not liable for any loss or liability resulting from any failure of your equipment or software, or the failure(s) of OPAY and its processing agent(s), Cash Edge or any Internet browser provider (see recommended browsers under System Requirements, below). Nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or inability to access your Online Banking, Bill Payment or Money HQ Services.
- G. <u>Virus Protection</u>. The Bank is not responsible for any electronic virus or viruses that you may encounter through use of these Services. We recommend that you routinely scan your Computer using a current virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XII. System Requirements; Access to Services

System Requirements

To use Online Banking, Bill Payment or Money HQ Services and to receive documents and information through Electronic Communications ("ECs") you must have the following:

- A Personal Computer or Mobile Device with Internet access through an ISP
- Software providing access to portable document format (PDF) files, e.g. Adobe Acrobat Reader (available for free downloading at http://get.adobe.com/reader)
- A current valid email address
- An Operating System and Internet web browser that:
 - Support 128-bit secure socket layer (SSL) encryption
 - o Has "cookies" enabled,
 - o Is Java Script enabled,

This Online Banking platform supports most commercially accepted browser versions. The recommended browsers for Apple Bank's Online Banking and Money HQ services are:

For Windows Users:

- Internet Explorer 7.0 or higher
- o Firefox 3.5 or higher

<u>Note</u>: From time to time we may conduct system upgrades. Should any of these impair your ability to use the Services you will have the option of withdrawing.

Access to Services

In order to establish an Online account for Online Banking purposes, to enroll in Bill Payment or to access the Money HQ Service, you must <u>affirmatively consent</u> to receive information, notices, disclosures (e.g. Account Disclosure Statements), records and other communications in electronic form, in accordance with the <u>Electronic Signatures In Global and National</u> <u>Commerce Act</u>, 15 U.S.C., Section 7001, et. al. ("E-Sign Act"). Such consent must be given: (A) in a manner demonstrating your ability to access them in the manner in which they will be provided, and (B) before you establish or use such Services.

You or an Authorized Person demonstrate affirmative consent as part of your (i) Initial Log In process for Online Banking, (ii) Bill Payment Enrollment, or (iii) Money HQ Service enrollment.

You also consent when you or an Authorized Person: (A) use a temporary User ID and Password, and, when applicable, (B) complete the Bank's depositor identification procedures (including, for example, by answering questions and verifying test deposits and withdrawals), (C) create or use your own User ID(s) and Password(s), (D) create or verify your Personal Image and Name, (E) avail yourself of the security features of Enhanced Login, or (F) Log In to use the Services.

Legal Signature: Together, the User ID and Password will act as your legal signature, allowing access to the Services.

The Bank will provide instructions on how to use the Services. Ordinarily, you may gain access to your Online Banking Accounts through the use of a Computer, your ISP, verification of Personal Image and Name, Password and User ID, 24 hours a day, seven (7) days a week. However, the Bank may temporarily suspend access for purposes of maintenance, updating and revising software, without liability to you.

The Bank's Business Days are Monday through Friday, beginning at 9:00 AM ET, excluding holidays and weekends. All Online Banking transaction requests or Bill Payment Scheduling received after 12:00 PM ET on Business Days, and transactions requested on Saturdays, Sundays, or holidays, will be processed the next Business Day. A request to initiate a transfer of funds through ACH made after 2:00PM ET will also be treated as having been received on the next Business Day.

XIII. Your Online Security

Upon verification of your Personal Image and Name, 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 and other Account and personal information strictly confidential. Although systems safeguards are in place, you, alone, are personally responsible for ensuring your own security Online. To help protect yourself against fraud, you should follow these guidelines:

- Before every Log In on any Computer or Mobile Device verify the accuracy of: (1) your Personal Image and Name, and (2) your Last Log In date and time, to insure that you are accessing Apple Bank's website (and not some fraudulent site).
- When using a Mobile Device also exercise special caution and be on high alert to your surroundings, nearby persons and devices.
- Install and activate anti-virus, anti-spyware and anti-malware programs on your Computer or Mobile Device.
- Review and reconcile your Accounts on a regular, timely basis.
- Do not allow anyone to learn, access or view <u>ANY</u> of your bank, brokerage or other financial account data, information, statements or online capabilities, from <u>ANY</u> financial institution.
- Contact the Bank immediately if you receive unexpected correspondence from the Bank.
- Do not respond to email messages asking for personal or confidential information, even if they look like they came from the Bank. The Bank will not ask for such information via email messages. Any such message may be a Phishing attempt.
- Be on the alert to follow through if an expected "welcome letter" or other correspondence is not received.
- Do not share your Personal Image and Name with others.
- Do not share your User ID with others.
- Do not share your Password with others.
- Do not share your personal information, enhanced security login "security" questions or answers with others.
- Do not share your Account information with others.
- Do not walk away from a Computer or a Mobile Device when you are logged in to any service (e.g. Online Banking, Bill Payment, Money HQsm, viewing mortgage information, inquiring or submitting a partial mortgage loan application, etc.
- Always exit and log off the system when finished.

- Change your Password periodically.
- Immediately change your Password if you have any reason to believe it has become known or available to others not authorized to access your Account(s) or Payment Account.
- Never leave your Account information, User ID or Password within range of others.
- Do not send confidential Account information (e.g. social security number or taxpayer identification number, account number, User ID, Password, "security" questions or answers, etc.) in any public, non-secure or general e-mail system.
- Review the terms and conditions of your agreement(s) with OPAY and/or any third-party provider to assure compliance with their procedures and/or requirements.
- Review the terms and conditions of your Money HQ Service Addendum to this Agreement to assure compliance with its procedures.

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.

XIV. Electronic Communications and Your Rights

Types of Electronic Communications ("ECs")

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

- Online Banking Service Agreement (i.e. this Agreement).
- All About Your Apple Bank Accounts.
- Schedules of Maintenance and Service Charges.
- Initial Account Disclosures for certain deposit account products.
- Periodic and other statements of Account balances, transactions, activity and other information relating to Eligible Accounts, including, but not limited to, periodic "eStatements".
- Subsequent Account Disclosures (e.g. changes in terms; renewals).
- Privacy Notices
- Opt-In or Opt-Out Notices and Forms
- Bill Payment Service account information.
- Funds Transfer or Money HQ Service information.
- Initial Account Disclosures for certain credit account products (e.g. personal loans, overdraft lines of credit, secured loans, secured lines of credit, security agreements, etc.)
- Apple Bank for Savings and Affiliates' Annual Privacy Policy Notices.
- Notices of changes to any of our agreements, terms, conditions, policies or Account disclosures.
- Security notifications (e.g. of possible unauthorized account access, data intrusions, etc.).
- Notices of Password changes.
- Notices of User ID changes.
- Notices of email address changes (sent to both new and old addresses).
- Notices of newly added Bill Payment Payees.
- Information about Enhancements to the Services.
- Information about balance transfers between Eligible Accounts that you initiate through Online Banking.
- Information about payments of minimum or other outstanding loan balance amounts (A) by transfers between Eligible Accounts, or (B) by payments you initiate through your Bill Payment Account.
- Inquiries or notices about transactions made using Online Banking, Bill Payment or Money HQ Services.
- Inquiries or notices to you concerning the resolution of any claimed error on your periodic statements.
- Information concerning Account fees and charges.
- Safe deposit box contracts, renewals, changes and related information.
- Any other information or notices concerning your Account(s) or transactions.

Your Rights Regarding Electronic Communications

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

- <u>Scope</u>. Your consent to receive ECs applies to all Eligible Accounts and Services accessible by you through Online Banking.
- <u>Bill Payment or Money HQ Activity</u>. If you Enroll in Bill Payment or Money HQ Services (see Money HQ Service Addendum), your activity using such Services will be reflected on your periodic statements.
- <u>Withdrawal</u>. You may withdraw your consent to receive ECs by notifying the Bank in writing at:

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

- <u>Consequences of Withdrawal</u>. 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 Services. Withdrawal could result in (A) cancellation or non-payment of one or more scheduled Bill Payments or Money HQ Funds Transfer, and (B) the imposition of third-party fees.
- <u>Contact Information</u>. Whenever you change your email address or other contact information you must promptly update your information with the Bank so it can continue to communicate with you in a timely manner. You may do so securely through Online Banking. First, Log in to Online Banking. Then, go to the Account Services tab and scroll down to the Profile section. Click on "Change Email Address" and update your email address. Notice will be effective when processed by us.
- <u>Need for Paper Copies</u>. You may obtain paper copies of documents you access through the Services. You may (A) print them from the Computer screen when establishing or using the Services, (B) go to <u>www.applebank.com</u>, locate and print the document, (C) send a written request to CustomerLine (as set forth above, under <u>Withdrawal</u>) identifying the necessary records, or (d) come to any branch and request a paper copy.

XV. Enhancements to Services

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

XVI. General Terms and Conditions

A. <u>Bank and Other Agreements</u>. You agree to be bound by this Agreement 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 applicable, with (1) OPAY, for Bill Payment Services, and (2) Cash Edge and its processing agent(s) for Money HQ Services.

The terms, conditions and privacy policies that relate to the services of Fiserv, Cash Edge and any processing agent(s), as applicable, shall apply (A) to the use of their respective services in the provision of EFT Services to you, and (B) when visiting their websites and/or servers in those connections.

B. <u>Electronic Signature</u>: Your Initial and subsequent Log Ins and, when applicable, your Enrollment and sign-on in the Bill Payment Service each shall 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 also constitute your binding legal signature.

By using Online Banking or Bill Payment Services 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 disclosures, charges that may apply for making EFTs and the fee schedule contained in this Agreement. Each month, when applicable, we will automatically deduct fees related to Bill Payment or Money HQ Services from your Payment Account.

- C. <u>Changes and Modifications</u>. The Bank may modify the terms and conditions applicable to the Services 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. <u>Termination Without Cause</u>. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- E. <u>Assignment</u>. We may assign this Agreement 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. <u>Notices</u>. Unless otherwise required by applicable law, any disclosures, notices or written communications to be given pursuant to this Agreement may be sent to you electronically (i.e. through ECs).
- G. <u>Disclosure of Information</u>. We will only disclose information to third parties about your Account or transfers you make under the following circumstances:
 - When necessary to complete EFTs, Bill Payments or other transactions, for the provision of Online Banking, Money HQ and/or Bill Payment Services.
 - When necessary to resolve claimed errors or other questions involving your Online Account, Money HQ Services, Payment Account or Eligible Accounts.
 - In order to verify the existence and condition of your Account for a third party, such as a credit bureau or a merchant.
 - In order to comply with government or court orders, legal process (e.g. subpoena) or other reporting requirements.
 - If you give us or the person asking for information your permission.
 - To Bank affiliated companies, as permitted under the Bank's Privacy Policy.
- H. <u>Disclosure of Information to OPAY, Cash Edge and/or any processing agent(s).</u> If you are: (1) applying for the Bill Payment Service, or (2) applying for the Money HQ Services, you are subject to the separate Privacy policies, respectively, of OPAY, Cash Edge and/or any processing agent(s). Such policies should be carefully reviewed before you transmit any non-public personal information during the Account application and customer identification process.
- I. <u>Governing Law, Jurisdiction and Venue</u>. 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 Image and Name, 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 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. The depositor waives any objections to such jurisdiction or venue.

XVII. Definitions. The following definitions apply:

- 1. "Account" includes a deposit, credit or loan account maintained with Apple Bank and designated for access to Online Banking Services.
- 2. "Account Disclosure Statements" include any document(s) setting forth broad Account terms and conditions, fees and charges, as well as individual disclosures for, or notices relating to, your Accounts. They could pertain to personal or business Accounts and, when applicable, include loan notes, line of credit and security agreements.

- 3. "Apple Bank's Business Address" is: Apple Bank for Savings, c/o CustomerLine, 1395 Northern Blvd., Manhasset, NY 11030.
- 4. "Apple Bank's CustomerLine Service Phone Number" is (914) 902-APPLe (2775).
- 5. "Apple Bank Website" is the site located at the following Uniform Resource Locater ("URL"): http://www.applebank.com.
- 6. "Authorized Person" refers to any person to whom you have given access to one or more of the Online Banking, Bill Payment or Money HQ Services, individually or acting in any other authorized legal capacity.
- 7. "Automated Clearing House" or "ACH" refers to the electronic payments system through which you may initiate debits against or credits to your External Account(s) using the Money HQ Service, for purposes of making withdrawals from and deposits to your Account(s) and/or Bill Payments from your Payment Account.
- 8. "Bill Payment Service" is the Service available for making or scheduling Bill Payments.
- 9. "Business Day" is any day other than a Saturday, Sunday or legal bank holiday.
- 10. "Computer" is a personal computer or a mobile device, smart phone, personal digital assistant or other hand held device capable of accessing the Internet ("Mobile Device") via dial-up, cable modem, wireless access protocol, or equivalent, supports the System Requirements set forth herein, and which, when using an adequate Internet browser and your ISP, enables you to access your Online Account and, upon Enrollment, Bill Payment or Money HQ Services.
- 11. "Deliver By Date" means the date by which you can expect the Bill Payment to be received by the Payee. It is the date associated with and follows the Send On Date that you select when scheduling a payment(s), on a recurring or nonrecurring basis. To ensure timely processing, you should make your selection(s) not later than two (2) Business Days before the actual due date reflected on your payee statement. If the actual due date falls on a non-business day, you should select a Deliver By Date that is at least one (1) Business Day before the actual due date on the payee statement.
- 12. "EC" or "Electronic Communication" means an electronic delivery or exchange of information or messages that can be read as visual text and displayed on a Computer occurring between you and the Bank. We may deliver any EC to you: (1) directly on a Computer screen, or (2) through web links (including non-by-passable web links), (3) email messaging, or (4) posting on the Apple Bank Website when an e-mail message is sent alerting you to the posting.
- 13. "Electronic Funds Transfer" ("EFT") EFTs include, but are not limited to, electronic funds transfer transactions, including Funds Transfers, based on your authorization and direction —depending on which particular EFT Service is being accessed— to the Bank, Cash Edge, Inc. ("Cash Edge"), or OPAY, and/or their processing Agent(s), sometimes for forwarding to an ACH Network, in order to electronically:
 - (A) Transfer funds through debits or credits to or from your Eligible Accounts,
 - (B) Direct and initiate payments through your Bill Payment Account,
 - (C) Make Withdrawal Instructions (defined herein), or
 - (D) Make ACH transfers through the Money HQ Service (see Money HQ Service Addendum to this Agreement) between your External and Eligible Account(s).

EFTs are defined under the Electronic Funds Transfer Act, 15 U.S.C. Section 1693 et. seq. ("Act") and Federal Reserve Board Regulation E, 12 C.F.R. Part 205, and Official Staff Interpretations at Supplement I ("Reg. E").

 "Electronic Signature" is an EC made and delivered by you (or with your authority) indicating your consent to this Agreement. Upon verification of your Personal Image and Name, each use and submission of your User ID and Password: (1) acts as your legal signature, (2) qualifies as an electronic signature under 15 U.S.C. §7006(5), and (3) signifies your continued acceptance of (a) this Agreement and, if applicable, (b) your agreement(s) with OPAY its processing agent(s), for Bill Payment, and with Cash Edge, for Money HQ Services. 15. "Eligible Account(s)" means any credit, Ioan, line of credit, statement savings, checking, negotiable order of withdrawal ("NOW"), time deposit or money market ("MMA") account maintained with the Bank that are accessible for Services, as determined by the Bank. Access for certain Online Banking (e.g. making EFTs) and Bill Payment Services may be prohibited in some cases.

Ineligible accounts include those held in certain fiduciary capacities (e.g. by estate representatives, non-grantor trustees, guardians, etc.), subject to court order or activity restrictions (e.g. passbook accounts), Youth accounts, etc. You may not make EFTs to or from a credit card, co-operative loan or mortgage account.

- 16. "Enrollment" is the process through which you electronically enroll (or as otherwise permitted) in either Bill Payment Services or Money HQ Services, the terms and conditions of which are described herein and in your agreements, respectively, with OPAY and Cash Edge. You Enroll by clicking: (1) "I Agree" at the end of OPAY's Terms & Conditions, signifying your assent, and (2) "SUBMIT" at the close of the Bill Payment registration page(s).
- 17. "External Account" is a transactional (i.e. checking or savings) account that, ordinarily, you maintain with a thirdparty U.S. financial institution (or sometimes with us) and designate to associate with one or more of your other Eligible Accounts, electronically via ACH, subject to transactions limitations (see Money HQ Addendum to this Agreement; see also Section I. B, above, Banking Transactions with Online Banking, Transfer of Funds).
- 18. "Money HQ Service" is a Service offered by the Bank pursuant to a supplemental agreement (as an Addendum to this Agreement) enabled upon Enrollment, through which you can initiate certain EFTs through ACH to or from one or more of your External Accounts, with certain limitations (see Money HQ Addendum).
- 19. "Initial Log In". When you use a Computer to access Online Banking, create a User ID, use a Password and click on "I confirm" and "I agree" buttons, you are representing that you: (A) have read, understand and agree to the Agreement's terms and conditions, and (B) consent to receive ECs from the Bank. You are also signifying your consent to participate in Online Banking and related Services, and, upon Enrollment, your further promise to abide by OPAY' terms and conditions.
- 20. "ISP" refers to your Internet Service Provider.
- 21. "Online Banking" is the Bank's internet-based service providing access to your Eligible Account(s) including, if applicable, your Bill Payment and the Money HQ Service, via Computer, Web Browser, User ID and Password.
- 22. "Online Account" means any Eligible Account from which you may view or conduct transactions using a Service.
- 23. "Password" is the personal code you create and select for use during Online Banking Log In and includes any code you create or select thereafter which, when used with your User ID, permits access to the Services. Each such Password supersedes those previously created by the Bank (for temporary use) or by you.
- 24. "Payment Account" is the checking account from which Bill Payments will be debited.
- 25. "Payment Instruction" is the information you furnish through ECs to OPAY to enable a Bill Payment to be scheduled, including the amount, payee name, payee account number, the Send On Date, and, when applicable, the associated Deliver By Date.
- 26. "Personal Image and Name" is the image and wording you have chosen to appear on screen when you log in to Online Banking, as a security measure.
- 27. "Properly Scheduled Payment" is one made from your Payment Account with sufficient available funds for the payment and associated fees scheduled to be delivered on or before the due date of the bill, excluding grace periods, indicated to be deliverable on time and for which the information supplied is correct and is not a prohibited payment under the Service.
- 28. "Send On Date" is the date when the processing of any Payment Instruction begins (at session's end) and, in the case of electronic debits, is also the date on which your Payment Account will be debited for the amount of the scheduled Bill Payment.
- 29. "Services," as applicable, include Online Banking, Bill Payment, Money HQ (see Money HQ Addendum to this Agreement) and related services available to a User.
- 30. "Time of day" references are to Eastern Time ("ET").

- 31. "User ID," depending on context, is either a Bank generated or customer created identification code assigned to or created by you that, when coupled with your Password, will allow access to Online Banking and, upon Enrollment, Bill Payment Services or the Money HQ Service.
- 32. "We", "us", "Apple Bank" or "Bank" refer to Apple Bank for Savings which offers the Services and which holds the Accounts accessed through the Services.
- 33. "You" or "your" refers, as applicable, to those persons or entities (including any Authorized Persons) that (A) apply to use and/or use any of the Services, and (B) own or control an Account.

Apple Bank for Savings Member FDIC

(February 2017)