

There are two kinds of alerts that will be sent to your chosen SAC Target. The first type is a Security Alert, which related to suspicious or potentially fraudulent activity that could affect you or your Account. These may arise from the RFA process described immediately above.

The second type of alert is an optional alert, which the User chooses to set up so that specific Account information might be sent to the User's SAC target.

Transaction Security (Limits)

8. Group Settings – For the selected Group Level, the Bank assigns the parameters of the rights or permissions that are available to customers and the associated limits within them. For example, the transaction rights or permissions may include various component parts of the Services (e.g., Bill Payment, A2A external funds transfer, Mobile Banking, mRDC, Text Banking, etc.). While the associated aggregate limits on those rights could pertain to numbers or dollar amounts, per day, per transaction, per month, etc. The types of Security Alerts available to Users can also be set at the Group level.

9. Customer Rights – Within the Group Level, the Bank reserves the right to limit Customer Level Rights and permissions, as well as limits therein, relative to the available OB Services.

10. User Rights – Individual limits can be set at the User Level, for example, in the Commercial context.

XIV. ELECTRONIC COMMUNICATIONS AND YOUR RIGHTS

Types of Electronic Communications

Documents and information delivered through electronic communications (“ECs”) may include 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, Text Banking, related information and other communications. Upon your consent to this Agreement, the Bank reserves the right to deliver all written communications to you through ECs. By way of example, but without limitation, these communications could include:

- OB Service Agreement (the “Agreement”)
- Any Addenda thereto (e.g., for A2A external funds transfer, Mobile Banking, mRDC, Text Banking, PayAnyone Services, etc.)
- About Your Apple Bank Accounts
- Schedules of Maintenance and Service Charges
- Initial Account Disclosures for certain deposit account products
- 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.)
- Service information
- Notices of changes to any of our agreements, addenda, terms, conditions, policies or Account disclosures
- Text Banking, messaging and account information
- Secure Access Codes (“SACs”)

Apple Bank for Savings

- Periodic and other statements of Account balances, transfers, transactions, activity and other information relating to Eligible Accounts, including, but not limited to, periodic “e-Statements”
- Subsequent Account Disclosures (e.g. changes in account terms; renewals)
- Apple Bank for Savings and Affiliates' Annual Privacy Policy Notices
- Opt-In or Opt-Out Notices and Forms
- Bill Payment Service account information
- External funds transfer (A2A) Service information
- Confirmations of account transactions or activity
- Inquiries or notices about transactions made using OB, Bill Payment, MX, A2A external funds transfer, Mobile Banking, mRDC, Text Banking, PayAnyone Services, etc.
- Security Alerts and notifications (e.g. of possible unauthorized account access, data intrusions, etc.).
- Notices of Password changes
- Notices of User ID changes
- Notices of other changes (e.g., Login Credentials, etc.)
- 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 OB.
- 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 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 the OB, Bill Payment or A2A Services
- Safe deposit box contracts, renewals, changes and related information
- Any other information or notices concerning your Account(s), EFTs or transactions

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 the OB, Bill Payment, MX, internal transfers, A2A external funds transfer, Mobile Banking, mRDC, Text Banking, or PayAnyone Services.

Bill Payment or A2A Activity. If you Enroll in Bill Payment or A2A external funds transfer Services (see A2A Service Addendum), your activity using such Services will be reflected on your periodic statements.

Withdrawal. 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

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 of your consent 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, A2A external funds transfer, mRDC, Text Banking, or PayAnyone Services, and (B) the imposition of third-party fees.

Contact Information. Whenever you change your email address or other contact information you must promptly update your information with the Bank so we can continue to communicate with you in a timely manner. Updating such information can be done securely through OB Service, following the instructions and prompts, under Settings and, then, Profile.

Need for Paper Copies. You may obtain paper copies of documents you access through the Services. You may (A) print them from the Computer screen or Mobile Device when establishing or using the Services, (B) go to www.applebank.com, locate and print the document, (C) send a written request to CustomerLine (as set forth above, under Withdrawal) identifying the necessary records, or (d) come to any branch and request a paper copy.

XV. ENHANCEMENTS TO SERVICES

The Bank may add new or modify Services, their functionality, features or the capabilities of OB, Bill Payment, internal transfers, A2A external funds transfer, Mobile Banking, mRDC, Text Banking, and PayAnyone Services (“Enhancements”). If we do, you will be apprised 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. Bank and Other Agreements. 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 agreements with the following Third-Party Providers:

- (1) Q2 Software, Inc. (“Q2”),
- (2) FIS Global, for Bill Payment Services,
- (3) Third-Party Service Providers, if any, for A2A external funds transfers, or
- (4) MX Technologies Inc. (“MX”),
- (5) Ensenta Corporation (“Ensenta), for mobile remote deposit capture,
- (6) Acculynk, Inc. (“Acculynk”) for person-to-person (“P2P) PayAnyone Services,
- (7), IDology, Inc. (“IDology”) for customer identity authentication and verification, and
- (8) Any of their subsidiaries, affiliates or third-party processing agent(s) for the respective Services.

The terms, conditions and privacy policies that relate to the services of Q2, FIS Global, MX, Ensenta, Acculynk, IDology and any of their processing agent(s), as applicable, shall also apply to your non-public personal information in connection with the Services performed when communicating with their web servers in those regards.

B. Electronic Signature: Your Initial and subsequent Logins and, when applicable, your Enrollment and sign-on in any of the Services 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 OB or any of the 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, if applicable, we will automatically deduct fees related to Bill Payment or A2A external funds transfer Services from your Payment Account.

C. Changes and Modifications. 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. Termination Without Cause. 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. Assignment. 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. Notices. 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. Disclosure of Information. We will only disclose information to third parties about your Accounts, accounts at other FIs and EFT transfers that you make under the following circumstances:

- When necessary to perform or complete requested other transactions and for the provision, generally, of OB, MX Services, Bill Payments, A2A external funds transfer, Mobile Banking, mRDC, Text Banking, and/or PayAnyone Services.
- When necessary to resolve claimed errors or other questions involving your Online Account, your Payment Account, Eligible Accounts or any of the Services, as mentioned above.
- To verify the existence and condition of your Account 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.
- 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. Disclosure of Information to Q2, MX, FIS Global, Ensenta, Acculynk, IDology, Inc. and/or any processing agent(s). If you apply for or use OB, MX, Bill Payment, A2A external funds transfer, mRDC, Text Banking, or PayAnyone Services, you are subject to the separate Privacy policies, of Q2, MX, FIS Global, Ensenta Corporation ("Ensenta"), Acculynk, Inc. ("Acculynk"), IDology, Inc. ("IDology") and/or any of their subsidiaries, affiliates or 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. Governing Law, Jurisdiction and Venue. The laws of the State of New York law shall govern this agreement, any Addenda thereto and the Account relationships created and the Services furnished thereunder, without regard to conflicts of law provisions thereof.

By creating a User ID and Password, 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.

J. Severability. If any one or more terms, conditions or provisions of this Agreement or any of the Addenda thereto is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

XVII. DEFINITIONS

The following definitions apply:

1. "A2A Service" is a Service offered by the Bank pursuant to a supplemental agreement (as an Addendum) enabled upon Enrollment, through which you can initiate certain external funds transfers through ACH to or from one or more of your External Accounts, with certain limitations (see A2A Addendum).
2. "Account" includes a deposit, credit or loan account maintained with Apple Bank and designated for access to OB Services.
3. "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.
4. "Apple Bank's Business Address" is: Apple Bank for Savings, c/o CustomerLine, 1395 Northern Blvd., Manhasset, NY 11030.
5. "Apple Bank's CustomerLine Service Phone Number" is (914) 902-APPLE (2775).
6. "Apple Bank Website" is the site located at the following Uniform Resource Locator ("URL"): <http://www.applebank.com>.
7. "Authorized Person" refers to any person or Entity to whom you have given authority to access one or more OB and other related Services available thereunder, individually or acting in any other authorized legal capacity.
8. "Automated Clearing House" or "ACH" refers to the electronic payments system through which you may (A) initiate debits against or credits to your External Account(s) using the A2A external funds

transfer Service, for purposes of making withdrawals from and deposits to your external Account(s), (B) make Bill Payments from your Payment Account, or (C) make money transfers through the person-to-person (“P2P”) PayAnyone Service.

9. “Bill Payment Service” is the Service available for making or scheduling Bill Payments and may include e-Billing services.
10. “Business Day” is any day other than a Saturday, Sunday or legal bank holiday.
11. “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, MX, A2A external funds transfer, Mobile Banking, mRDC, Text Banking, PayAnyone or other Services.
12. “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.
13. “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 or Mobile Device occurring between you and the Bank. We may deliver any EC to you: (1) directly on a Computer screen or Mobile Device or (2) through web links (including non-by-passable web links), (3) email or text messaging, or (4) posting on the Apple Bank Website.
14. “Electronic Funds Transfer” (“EFT”) — EFTs include, but are not limited to, funds transfer transactions, including external funds transfer, based on your authorization and direction —depending on which Service is being accessed— to the Bank, Q2 and/or Fidelity National Information Services, Inc. (“FIS Global”) for forwarding to an ACH Network and/or any of their subsidiaries, affiliates or third-party processing Agent(s) 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 A2A external funds transfer Service (see A2A 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 1005, and Official Staff Interpretations at Supplement I (“Reg. E”).

15. “Electronic Signature” is an EC made and delivered by you (or with your authority) indicating your consent to this Agreement. 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 any of the Third-Party Providers of Services referenced in this Agreement and any Addenda thereto.

16. "Eligible Account(s)" means any credit, loan, line of credit, statement savings, checking, negotiable order of withdrawal ("NOW"), certificate of deposit ("CD") or money market ("MMA") account maintained with the Bank that are accessible for Services, as determined by the Bank. Access for certain OB (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.

17. "Enhanced Login" is a security feature enabling you to "Register" your Computer(s) or Mobile Device(s) after verifying the Secure Access Code ("SAC") furnished during your Initial Login. The process uses "cookies" and other identifying information, so that you will not need to repeat the SAC verification process each time you login. For security purposes, non-registered Computers and Devices will require further information to verify the User's identity and authority to proceed.
18. "Enrollment" is the process through which you electronically enroll (or as otherwise permitted) in OB, Bill Payment, MX, A2A external funds transfer, Mobile Banking, mobile remote deposit capture ("mRDC"), Text Banking, PayAnyone or other Services hereunder, the terms and conditions of which are described herein, in separate Enrollments, Addenda hereto and in your agreements, respectively, with the Bank, Q2, FIS Global, Ensenta, Acculynk or IDology. You Enroll by clicking: (1) "I Accept" at the end of each presented set of Terms & Conditions, signifying your assent, and (2) "SUBMIT" at the close of the registration page(s).
19. "External Account" is a transactional (i.e. checking or savings) account that, ordinarily, you maintain with a third-party U.S. FI (or sometimes with us) and designate to associate and link with one or more of your Eligible Accounts, electronically via ACH, subject to transactions limitations (see A2A Addendum to this Agreement; see also, Section I. C, above, A2A External Funds Transfer Service).
20. "Initial Log In". When you use a Computer or Mobile Device to access OB or the Services, create a User ID, use a Password and click on the "I Accept" button, 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 OB and related Services, and, upon Enrollment, your further promise to abide by Q2's terms and conditions.
21. "ISP" refers to your Internet Service Provider.
22. "Login Credentials" may include, but are not limited to, User IDs, Passwords, email address(es), phone number(s), security questions and answers, Secure Access Codes, one-time passwords, device identifiers, etc.

23. "OB" is the Bank's internet-based service providing access to your Eligible Account(s) including, if applicable, your Bill Payment and the A2A Service, via Computer, Mobile Device, Operating System(s), Web Browser(s), User ID and Password.
24. "Online Account" means any Eligible Account from which you may view or conduct transactions using a Service.
25. "Password" is the personal code you create and select for use during OB Log In and includes any code you create or select thereafter which, when used with your User ID, permits access to one or more of the Services. Each such Password supersedes those previously created by the Bank (for temporary use) or by you.
26. "Payment Account" is the checking account from which Bill Payments will be debited.
27. "Payment Instruction" is the information you furnish through ECs to FIS Global 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.
28. "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.
29. "Secure Access Code" or "SAC" is a randomly generated one-time multi-factor authentication code delivered to a pre-populated and selected email address, phone or cell number (as a text message), that is used as an enhanced security measure to further confirm your identity as the true User or Authorized Person during Login and/or when using a Computer or Mobile Device.
30. "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 scheduled Bill Payment.
31. "Services," as applicable hereunder or any Addenda hereto, may include OB, MX, Bill Payment, internal transfers, A2A external funds transfers, Mobile Banking, mobile remote deposit capture ("mRDC"), Text Banking, PayAnyone person-to-person ("P2P") Service ("PayAnyone") and other Services available to Users now or hereafter.
32. "Third-Party Providers" include:
 - a) Q2 Software, Inc. ("Q2")
 - b) FIS Global, for Bill Payment Services
 - c) Other Third-Party Service Providers, if any, for A2A external funds transfers, or
 - d) MX Technologies Inc. ("MX")
 - e) Ensenta Corporation ("Ensenta), for mobile remote deposit capture
 - f) Acculynk, Inc. ("Acculynk") for person-to-person ("P2P") PayAnyone Services
 - g) IDology, Inc. ("IDology") for customer identity authentication and verification, and

h) Any of their subsidiaries, affiliates or third-party processing agent(s) for the respective Services.

33. "Time of day" references are to Eastern Time ("ET").

34. "User" refers to any person or entity, including an Authorized Person, that: (A) owns or controls an Account, and (B) applies to use, Logs In and/or uses any of the Services.

35. "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 OB and, upon Enrollment, MX, Bill Payment, internal transfers, A2A external funds transfers, Mobile Banking, mRDC, Text Banking, PayAnyone or other related Service.

36. "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.

37. "You" or "your" refers to any User(s) of any Service(s) under this Agreement or Addenda thereto.

**Apple Bank for Savings
Member FDIC**

(April 2018)