

**Facebook Page – Terms and Conditions**

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This document sets forth the terms and conditions for your use of the Facebook® page appearing under the name Apple Bank for Savings ("Terms"). The words "we," "us," and "our" refer collectively to Apple Bank, its subsidiaries and affiliates ("Apple Bank"). The word "you" refers individually to you, and if you are using the Page on behalf of your company, to your company. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST DISCONTINUE USE OF THE APPLE BANK FACEBOOK PAGE.

**1 BASIC AGREEMENT**

By accessing and using the Apple Bank Facebook Page ("Page") you agree to be bound: (A) by these Terms, content guidelines, any other applicable terms, conditions or policies posted by Apple Bank, and (B) by the terms and conditions or policies that Facebook posts. You represent and warrant that you have reached the age of majority and will conduct yourself in a lawful manner. Further,

The Page is only for your personal, non-commercial use. All postings and disclosures you make on our Page shall be subject to these Terms, as they relate to user content, data use, privacy, confidentiality and otherwise.

Apple Bank is not responsible for Facebook's acts, omissions, site terms, privacy and/or security policies.

**2. CONFIDENTIALITY**

You, alone, shall be responsible to protect and secure your own confidential data and information when using our Page. You may not post or disclose any personal, account or financial information on our Facebook Page.

We will never use Facebook to ask for your social security number, account information, User ID, Password, Personal Image and Name, security or challenge questions or answers, any other private or sensitive information.

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Apple Bank reserves the right to remove or modify page content, features and functionality, to shut the page down, and to limit or deny access to all or any part of the Page, at any time, for any or no reason, without prior notice, and without any liability to you.

**4. SPECIAL CONTENT RESTRICTIONS**

Apple Bank invites your participation on its Page, through the making or posting of comments, suggestions, ideas, questions or other exchanges of information by you, as a Facebook user who "Likes" our Page. However, we will review comments with a view aimed towards maintaining a respectful conversation, civil, meaningful and informative posts. And, as noted herein, we may remove any post or content that violates these Terms or otherwise, in our sole discretion, without liability to you.

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- Unlawful, including but not limited to potential copyright or trademark infringements
- Obscene or offensive language
- Private or confidential information
- Disrespectful comments
- Personal attacks or threats
- Potentially defamatory
- Disputes, including threatened or actual litigation
- Off-topic information

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You shall indemnify, defend, and hold Apple Bank, and its officers, employees and agents, harmless from any and all losses, injuries, liabilities, damages, fines, penalties, costs and expenses including reasonable attorneys' fees and costs, resulting from any claim, demand, action, suit or other proceeding made or brought by any third party due to or arising out of your acts or omissions, including claims arising out of your use of the Page, your submissions, postings, or transmission on the Page, your violation of any policies or rules governing the Page, or your violation of any rights of another, under law or otherwise.

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Apple Bank does not and cannot control the actions of Page users, visitors or linked third parties. We reserve the right to report any malfeasance that comes to our attention to the appropriate authorities.

#### 12. COPYRIGHT COMPLAINTS

Apple Bank endeavors to respond promptly to claims of intellectual property misuse. If you believe in good faith that any work belonging to you has been improperly copied and is accessible on the Page in a way constituting copyright infringement, please notify us through the process set forth below.

If Apple Bank determines, in its sole discretion, that you, as a user of the Page, are a repeat offender under the Digital Millennium Copyright Act, your user content may be removed and Apple Bank reserves the right to take such other actions it deems appropriate, including notifying the appropriate government authorities.

Notice and procedure for making claims of copyright infringement relating to the activities of Apple Bank's designated agent:

Pursuant to section 512(c)(2) of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, written notice of any claimed copyright infringement relating to the activities of Apple Bank under section 512 of the Digital Millennium Copyright Act must be submitted to the designated agent named below. Any notice sent to the designated agent must meet the requirements of section 512(c)(3) of the Digital Millennium Copyright Act.

Service Provider(s): Apple Bank for Savings

Designated Agent to Receive Notification of Claimed Infringement:

Name: Bruce Herman, Senior Vice President & General Counsel  
Address: Apple Bank for Savings, 122 East 42<sup>nd</sup> St., 9<sup>th</sup> Fl., New York, NY 10168  
Email: bherman@apple-bank.com  
Phone: 212-224-6409  
Fax: 212-224-6583

**NOTE:** Although not required, Apple Bank recommends and requests that notifications be sent BOTH BY FAX AND BY EMAIL and that any email notification include "**NOTICE OF ALLEGED SERVICE PROVIDER INFRINGEMENT**" in the subject line of the email.

This contact information is provided only for the purposes stated above. We cannot respond to other inquiries, such as requests to open or service accounts or otherwise conduct business with Apple Bank or its affiliates.

#### 13. PRIVACY

- Generally, for the terms and conditions of Apple Bank's Privacy Policy, please see our [Privacy Notice](#).
- Please see THIRD PARTY WEBSITES herein for information relating to privacy and security when visiting third party websites.

#### ONLINE PRIVACY & SECURITY

- Your use of this Page over the Internet poses separate risks and concerns relating to privacy and the safeguarding of your online information. Please see our [Online Privacy & Security](#) policy and our [Preventing Identity Theft](#) informational page at [www.applebank.com](http://www.applebank.com) for further details.

#### 14. OTHER AGREEMENTS

These Terms supplement and do not nullify any other agreement(s) between you and Apple Bank, including but not limited to any agreement regarding your use of Apple Bank's websites. Termination or modification of these Terms will not affect, or result in the termination or modification of, any such other agreements.

#### 15. SEVERABILITY

If any provision of these Terms is held unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the unenforceable provision will be replaced with an enforceable provision that comes closest to the intention underlying the unenforceable provision.

#### 16. GOVERNING LAW, JURISDICTION AND VENUE

All applicable laws of the United States of America and of the State of New York shall govern your use of this Page. By using the Page you agree that (1) either the United States Courts or the New York State Courts in the State of New York, as may be applicable, shall have exclusive personal jurisdiction over you and the subject matter of the Terms of Use, and (2) that the proper venue for any action arising out of your use of the Page, respectively, shall either be in the Southern District of New York or in the County of New York. The user waives any objections to such jurisdiction or venue.

Your relationship with Apple Bank with respect to these terms shall be governed by the laws of the State of New York without regard to its conflict of law provisions. If any provision of these rules is found by a court of competent

jurisdiction to be invalid, it is nevertheless agreed that the court should endeavor to give effect to the intentions of the drafters as reflected in the applicable provision, and other provisions remain in full force and effect.

## 17. CHANGES

We may add features and functionality to the Page. Because of these changes, changes in the law, or changes in technology, we may need to revise these Terms or other policies from time to time. Accordingly, we reserve the right to update or modify these Terms, at any time and without prior notice, by posting the revisions on this Page. We may also need to change these Terms based upon changes that Facebook might make to its terms and conditions in the future. All changes will be effective as of the date posted. Your use of this Page following any such change constitutes your agreement to be bound by the revised Terms.

If you have any questions concerning these terms, please contact Customer Line at Apple Bank, at 914-902-APPLE (2775) or by sending an email message to: [contact@apple-bank.com](mailto:contact@apple-bank.com)

(December 2013)