

About Your Apple Bank Accounts



TABLE OF CONTENTS

TOPIC	PAGE
SECTION I — WELCOME TO APPLE BANK®	
Products and Services	5
SECTION II — GENERAL ACCOUNT FEATURES	
Definitions	
Accounts	5
ATM	5
Business Day	5
Electronic Funds Transfer	5
Cardholder or You	5
Card	5
PIN	6
Shared Network	6
Point-of-Sale Transaction	6
Point-of-Sale Terminal	6
Rules	6
You or Your	6
We, Our, Us, or the Bank	6
Deposits	6
The Bank as Collecting Agent	8
Interest	8
Annual Percentage Yield	8
Annual Percentage Yield Earned	8
Interest Rate	8
Interest Computation and Compounding	8
Interest Payments	9
Automatic Renewal of CD Accounts	9
Withdrawals	9
On 7 Days' Advance Notice	10
Large Cash Withdrawals	11
Power of Attorney	11
IRA/QRP Withdrawals	11
ACH/EFT and Check Payment Order	11
Transaction Limitations	11
Right of Setoff	12
Closing Your Account	12
Maintenance and Service Charges	12
Passbooks and Statements	12
Passbook and Statement Accounts	12
Lost Passbooks	13
Statement Accounts	13
Interest Reporting	13
Deposit Insurance	14
Grace Period for Assumed CDs	14
Certificate of Deposit Account Registry Service/Insured Cash Sweep	14
SECTION III — INFORMATION ABOUT BANK RULES AND POLICIES	
Laws, Rules and Regulations	15
Agreement	15
Military Lending Act	15
Arbitration and Class Action Waiver	15
Mandatory Arbitration	15

Class Action Waiver	16
Right to Opt Out	16
Account Statement Errors — Notice Requirements.....	17
Reduced Time Limits to Commence an Action	17
Record Retention	18
Customer Identification	18
Procedures for Opening a New Account.....	18
Updating Customer Information	18
Illegal Use	18
Notices from You	18
Change of Address	19
Bank Hours	19
Negotiability	19
Stop Payments	19
Placing a Stop Payment on Personal Checks or Other Withdrawal Items	19
Placing a Stop Payment on a Bank or Official Check	19
Cancelling a Stop Payment	20
Stale Dated Checks.....	20
Postdated Checks	20
Substitute Checks	20
Expedited Re-Credit	21
Electronic Check Presentment.....	21
Facsimile Signatures	21
Multiple Signatures.....	22
Pre-Authorized Drafts.....	22
Security Procedure on Wire Transfers	22
Changes in Account Type	22
Joint Accounts.....	22
Totten Trust or Payable on Death Accounts	23
Custodian Accounts Under the NYS Uniform Transfers to Minors Act	24
Guardianship Accounts	25
Natural Guardian	25
Guardian of the Property	25
Lease Security Accounts	25
Power of Attorney & Statutory Gifts Rider	26
Inactive Accounts	27
Privacy	28
Safeguarding Your Information	28
Changes in Terms	29
Waiver.....	29
Indemnity	29
How to Get Additional Information	29

SECTION IV — FUNDS AVAILABILITY FOR DEPOSIT ACCOUNTS

Introduction	29
General	30
Deposits Immediately Available.....	30
Business Days When a Deposit is Considered Received.....	31
Mobile Remote Deposit	31
Submission of Checks.....	31
Mobile Check Endorsement Requirement	31
Mobile Deposit Funds Availability	32
Next Day Availability.....	32
Second Day Availability	32
Local Check(s)	32
When Longer Delays Apply	33

Special Rules for New Accounts.....	33
Holds on Other Funds in Your Account.....	34
Other Important Related Information.....	34

SECTION V — ONLINE BANKING, BILL PAYMENT, INTERNAL TRANSFERS, A2A EXTERNAL FUNDS TRANSFER SERVICE, MOBILE BANKING, TEXT BANKING, MX OR OTHER SERVICES

Online Banking Services.....	34
Our Agreements.....	35
Electronic Signatures	35
Online Security Precautions	35
Electronic Communications (ECs).....	37
Rights Concerning ECs	37
Fees	37
Statements	37
Bill Payment Service.....	37
Linked Accounts	38
Termination	38
Transaction Limitations.....	38
Money Market Accounts	38
Statement Savings Accounts	38
Limitations on Liability.....	38
A2A External Funds Transfer Service.....	38
Our Agreement.....	39
NACHA Rules.....	39
Customer ID	39
Transaction/Transfer Limitations.....	39
External Transfers	40
Premium Processing.....	40
Timing of Transfers.....	40
Instructions.....	40
Statements/Receipts.....	40
End User Representations and Warranties	40
Joint Owners	40
Service Termination.....	40
Fees	41
Mobile Banking.....	41
Biometric Authentication	41
Text Banking	41
Mobile Banking Security	42
Mobile Remote Deposit Capture Service	42
The MX Service – Personal Financial Management.....	42
Consumer Electronic Funds Transfer (EFT).....	43
Scope	43
Your Liability.....	43
Errors, Omissions or Questions	44
Our Liability	44
No Warranties	47
Indemnification	47
Third Parties	47
Virus Protection	47
Your Online Security.....	47
Unauthorized Logins.....	48
Enhanced Login	48
Phishing Attempts	48
Disclosure of Information.....	48
Telephonic Consent.....	49

SECTION VI — ELECTRONIC FUNDS TRANSFER/ AUTOMATED TELLER MACHINES (ATMS)/VISA® DEBIT CARD

Introduction	49
Agreements.....	49

ATM Services.....	50
Consumer.....	50
Business.....	50
Service Hours.....	50
Deposits.....	50
Transfer Limitations.....	51
Documentation of Transaction(s).....	51
ATM/POS Receipts.....	51
Non-Passbook (Statement) Accounts.....	51
Passbook Accounts.....	51
Pre-Authorized Credits (including Social Security).....	51
Business Account Credits.....	52
Owner's Liability for Transactions by All Cardholders.....	52
Consumer Liability for Unauthorized Use of ATM Card/Debit Card.....	52
Liability for Unauthorized Use of a Business Card.....	53
Liability for Visa Debit Card POS Transactions.....	53
International Transactions.....	53
Errors, Omissions or Questions.....	54
For Consumer Accounts Only.....	54
Third Party Disclosure.....	54
Failure to Complete an Electronic Funds Transfer.....	55
A2A External Funds Transfer Service.....	56
Stopping Payments.....	56
Your Right to Stop Payment and How to Do It.....	56
Bank's Liability for Failure to Stop Payment.....	57
Notice of Varying Amounts.....	57
Future Changes and Cancellations.....	57
Ownership.....	57

SECTION VII — TELEPHONE TRANSFER SERVICE

Introduction.....	57
Definitions.....	57
Access Code.....	57
Accounts.....	57
Confirmation Number.....	58
Telephone Transfer.....	58
You or Yours.....	58
The Service.....	58
Agreements.....	58
Service Hours.....	59
Transfer Limitations.....	59
Completed Transactions.....	59
Statements.....	59
Lost or Stolen Access Code.....	59

SECTION I — WELCOME TO APPLE BANK®

Since 1863, Apple Bank (the “Bank”) has been providing financial solutions to meet our customers’ changing needs. We offer a broad range of products and services to help you grow and achieve your goals. We are pleased to offer personalized service, accessibility, flexibility, and local market knowledge you’ve come to expect from your neighborhood community bank.

The Bank has a number of products for both personal and business customers to help you earn more and save more in today’s challenging economic environment.

To learn more, please visit one of our convenient branch offices located throughout the greater New York area. To find a location near you, visit www.applebank.com. You may also call CustomerLine at 1-914-902-APPL(e) (2775). For those using text transmitter equipment, please dial 1-800-824-0710.

SECTION II — GENERAL ACCOUNT FEATURES

Definitions

Account(s): Means any Bank Savings, Certificate of Deposit, Money Market, Checking or NOW account(s) you have established.

ATM: Means an Automated Teller Machine which is located at a Bank branch or other location and operated by you. You can make balance inquiries, transfers and withdrawals from your account(s) at the ATM by using your Card and PIN. You can also make deposits at the Bank ATMs.

Business Day: Means Monday through Friday, except for federal holidays.

Electronic Funds Transfer: Means any transfer of funds that is started through an electronic terminal or magnetic tape for the purpose of ordering, instructing, or authorizing us to debit or credit your account. The term includes, but is not limited to, using your Card at an ATM or POS location, Direct Deposit of federal recurring payments to your account and transfers to or from your account which you pre-authorized a third party to make. The term does not include payments made by check, draft, or similar paper instrument at an electronic terminal or elsewhere.

Cardholder or You: Means each person who has been given a Card by the Bank and who has a right to make balance inquiries, deposits, transfers or withdrawals from an account. It also includes each person whom the Cardholder permits to make balance inquiries, deposits, transfers, withdrawals or purchases by using a Card.

Card: Means a plastic card showing the name and identification number of an owner of an account at the Bank, which can be used at an ATM to make balance inquiries, deposits, transfers or withdrawals from the account or at a POS location to pay for purchases, or in the Bank for identification purposes. The Bank offers a traditional ATM card (for those customers having only a Statement Savings or Money Market account). The Bank also offers a consumer ATM/Debit Card (for those customers having a NOW or Checking account) which can

be used as a traditional ATM card or to make purchases at Visa merchant locations, as well as a Business Debit Card which can be used by business entities in the same manner. Fiduciary accounts and Business accounts requiring more than one signature for withdrawal are not eligible for ATM or ATM/Debit Cards.

PIN: Means a Personal Identification Number ("PIN") which is known only to the Cardholder and must be used along with the Card to make balance inquiries, deposits, transfers or withdrawals from the account at an ATM or to pay for purchases at a POS or merchant location.

Shared Network: Means INTERLINK[®], PLUS[®] or NYCE ATM/POS facilities. These are the names of electronic banking networks of shared ATMs at which you can use your Card and PIN to make balance inquiries, transfers, withdrawals and purchases.

Point-of-Sale Transaction: There are two types of POS transactions. The first uses special in-store terminals which you may use to pay for purchases using your PIN. This is known as a POS/PIN transaction. The second type of POS transaction does not require the use of your PIN. This type of transaction is completed by using your Card at the time of purchase with a merchant that has agreed to accept Visa for purchases. A signature may be required to authorize this type of transaction. ATM cards which can only access a Statement Savings or Money Market account are subject to transaction limitations outlined in Section II herein, and specific transaction limitations for your account are outlined in our Truth in Savings account disclosures.

Point-of-Sale Terminal: Means the access device located at participating Shared Network merchant locations which authorize the debit or balance inquiry transaction.

Rules: Means the Bank's rules for Savings, Money Market, NOW, and Checking accounts, including those rules about the use of ATMs and Electronic Funds Transfer.

You or Your: Each person who maintains an account with the Bank either individually, jointly, or on behalf of another person or entity.

We, Our, Us, or the Bank: Apple Bank.

Deposits

Cash or other non-check deposits (i.e., Direct Deposits) added to your account are credited to the account on the day deposited. Interest will begin accruing that day. Checks deposited in your account are credited to the account on the day deposited and interest begins to accrue on the next Business Day. Funds deposited by check may be limited in their availability for withdrawal. Please see Section IV for details. Deposits made at our Automated Teller Machines ("ATMs") will begin to earn interest on the next Business Day after the day of deposit.

Deposits may be made in person, by mail, ATM system, wire transfer, or preauthorized or Automated Clearing House ("ACH") credits, such as Social Security benefits, payroll payments, or through any A2A External Funds Transfer Service (for more information on A2A External Funds Transfer Service, please see Section V). Certain cash deposits will be subject to the Bank Secrecy Act ("BSA") reporting provisions.

We may accept double endorsed checks for deposit upon satisfactory validation of prior endorsements, in our sole discretion. We reserve the right to refuse the item if we are unable to validate the payee, prior endorsements, or checks are not properly payable and/or endorsed.

Deposits received on a collection basis (e.g., bonds, foreign checks, etc.) will be credited to your account on the day the funds are actually received by the Bank. The funds will begin to earn interest on that day.

We reserve the right in our discretion to:

- Refuse to open an account, accept a deposit/transfer;
- Return all or some of a deposit; or
- Close an account upon 10 days' prior written notice except where immediate closure is required to prevent fraud or for other legal and/or regulatory reasons.

If we close your account, interest will stop as of the day we send you a check or you remove funds. See "Closing Your Account" for additional information.

New account applicants may be verified through the ChexSystems reporting service, as well as other public information sources. If the reports we receive cause us to refuse the account, we will notify the applicant in writing. The applicant has the right to obtain a copy of the consumer report we received and may request it from: ChexSystems, Inc., Attn: Consumer Relations, 7805 Hudson Road, Suite 100, Woodbury, MN 55125, via fax at 602-659-2197, or by calling 1-800-428-9623. The request should include the applicant's name, address, Social Security Number (SSN), date of birth, driver's license number and state, and signature.

The Bank may utilize third parties for collection of debts that remain unpaid, such as certain service charges, overdrawn accounts, fraud, and other items of a similar nature.

If we credit your account for an item (a check or other instrument), and the item is not collected by us in the regular course of business, we will deduct the amount of the item from your account(s). Any interest earned on the amount may also be forfeited. If there is not enough money in the account to cover the item, you agree to repay us the amount immediately.

It may be advisable to keep funds from a pension or profit-sharing account separate from your regular IRA contributions. Please check with your tax advisor prior to depositing any such funds.

A deposit made by or in the name of someone who is under 18 years old will be paid only to that person or their duly appointed legal representative, unless someone else can prove legal right to the funds.

The Bank as Your Collecting Agent

In receiving items for deposit or collection, the Bank acts only as your collecting agent, and all such items are accepted under the following conditions:

- All items are credited subject to receipt of actual payment.
- We have the right to charge back to your account any items for which payment is not received.
- Upon a charge back, you may forfeit interest earned.
- As your collecting agent, we forward items at your own risk.
- We shall not be responsible for the negligence, default or failure of third parties, or their sub-agents, nor for losses in the mail.
- Items may be sent directly to the banks on which they are drawn without waiving any of the above conditions.
- All EFTs initiated through the A2A External Funds Transfer Service or third party originators through the ACH are subject to the Electronic Funds Transfer Act, also known as Regulation E ("Regulation E"), the NYS Uniform Commercial Code ("UCC"), and NACHA operating rules and guidelines, including those of applicable regional and/or local clearinghouses. A right of charge back may apply against your account(s). (See also Section V herein.)

Interest

All of the accounts described herein, except certain checking accounts, are interest-bearing under certain conditions. The Bank will pay interest on account balances at rates, intervals, and on the terms disclosed (which may be changed by the Bank at any time, including in certain circumstances, after account opening).

Annual Percentage Yield: "APY" measures the total amount of interest paid on an account based upon the interest rate and the frequency of compounding. The APY is expressed as an annualized rate.

Annual Percentage Yield Earned: "APYE" is the actual amount of interest that is earned on a particular account based upon the amount of principal on deposit and the interest rate applied over a given time period.

Interest Rate: Refers to the simple rate of interest the account will earn. For certain accounts, the exact interest rate applied will be determined by the account balances. Variable rate accounts have interest rates that can change periodically.

Interest Computation and Compounding: "Compounding" means that once credited, interest earns interest when left in the account. All of the accounts outlined herein have interest compounded daily, using a 365/365 computation factor. During leap years, interest will be computed on a 366-day basis if your account is open on February 29. Once credited, interest is added to the principal balance and thereafter, if not withdrawn, the amount credited will earn interest (i.e., it will

compound) each quarter. Specific interest compounding methods for your account are outlined in our Truth in Savings account disclosures.

Interest Payments

Once credited, interest can remain on deposit in the account or may be withdrawn at any time, with the following exceptions:

Generally, when a Certificate of Deposit account has been renewed for a new rate and term, all interest earned prior to renewal becomes part of the principal and is subject to the rules concerning early (premature) withdrawals. Withdrawals of interest from Pension Plans [e.g., IRAs, Qualified Retirement Plans (“QRP”), etc.] may result in Internal Revenue Service tax penalties and reporting requirements.

Automatic Renewal of Certificate of Deposit Accounts

Unless you instruct us otherwise, Certificate of Deposit accounts automatically renew at maturity for a like term. Interest rates will be determined at that time. All Bank Certificate of Deposit accounts have a five (5) calendar day grace period beginning on the maturity date to withdraw funds without penalty. During this grace period, your account will accrue interest at the new rate. For Certificates of Deposit maturing on a non-Business Day, funds will be available for withdrawal on the next Business Day.

NOTE: For Emigrant Bank Certificate of Deposit accounts that have not reached their first automatic renewal date since the Bank acquisition, the grace period will be ten (10) days – one time – upon the first renewal date only. Thereafter, the Bank’s five (5) day grace period will be applied.

If you decline automatic renewal when opening a Certificate of Deposit account, or if you notify us not to renew but do not provide us with further instructions for the disposition of the funds, the funds in that account will earn interest calculated at current rate being paid on the Regular Savings Account, until the account is closed or until we receive further instructions from you.

All Bank Certificate of Deposit accounts with terms of thirty-two (32) days or longer will receive maturity notices by mail at the address listed on our records.

Withdrawals

Withdrawals may be made (1) by written order on forms approved by us and signed by the authorized person(s) designated in the account agreement (generally, the signature card), and related documents, or (2) through Online Banking, A2A External Funds Transfer, and Bill Payment Services.

If you overdraw the account, the Bank may, at its discretion, pay or refuse to pay the item(s) that cause the overdraft. This is called an extended overdraft. The Bank will charge you a fee for all check overdrafts whether paid or returned. You will be notified of any non-sufficient funds checks paid or returned that you may have; however, the Bank has no obligation to notify you before we pay or return any item.

The Bank can also refuse to permit a withdrawal from your account if:

1. The withdrawal would consist of funds deposited to your account in the form of a check or other instrument, the proceeds of which have not been received by us. (Please see Section IV for check clearing times).
2. There is a dispute concerning the account (unless a court orders us to permit the withdrawal).
3. Someone whose name is on the account tells us not to permit the withdrawal and the withdrawal authorization is not signed by every party interested in the account.
4. The account is pledged as collateral for a debt.
5. The withdrawal would consist of money or items we may take to pay or satisfy a debt due to the Bank, by way of offset or otherwise.
6. By law, such as, by service of a court order, legal garnishment, restraint, attachment or other legal device, not to permit the withdrawal of all or part of the funds in the account.
7. The requested withdrawal amount would exceed the amount permitted by the account agreement or term. Specific withdrawal restrictions and penalties for your account (where applicable) are outlined in our Truth in Savings disclosures.
8. Failure to present us with the passbook or any other document, credential, evidence or identification which we or the law (i.e., statute, court order) require(s) in connection with the withdrawal. The Bank reserves the right to request as much proof as it deems necessary. In certain cases, the Bank may ask for a Surety Bond issued by an insurance company, which guarantees the right of the person to the funds.
9. You have failed to login to Online Banking with proper user ID or password.
10. You have reached your daily Automated Teller Machine/Point-of-Sale ("ATM/POS") withdrawal limit.
11. The transaction would exceed transaction limitations.
12. A problem with our equipment or communication networks prevents us from knowing your account balance.

On 7 Days' Advance Notice: The Bank can, at any time, require up to (7) seven days' advance notice from you that you intend to withdraw funds from your Savings, Money Market, NOW account, or matured non-automatically renewed Certificates of Deposit. We can refuse to permit a withdrawal in such cases, if we have not received the required notice.

The Bank may make payments to you in cash or by check, money order or other form, payable to you or someone else. Cash withdrawals may be subject to the Bank Secrecy Act reporting provisions.

Large Cash Withdrawals: The Bank reserves the right, in its sole discretion, to limit any customer from making withdrawals of large amounts of currency by reason of its own internal administrative, operational and/or security concerns. If the Bank elects to limit such a withdrawal, it will make available other possible payment options (e.g., wire transfers, etc.). We may require advance written notice of any such proposed withdrawal and for you to complete, execute and deliver to the Bank a written document constituting a valid release/hold harmless/indemnity agreement (in a form acceptable to the Bank), in connection with each such large currency withdrawal permitted.

Power of Attorney: We may allow another person to make withdrawals or take other action on your behalf if we are presented with satisfactory legal proof of the person's authority to act as your agent and to make withdrawals (Example: New York State Statutory Short Form Durable Power of Attorney).

IRA/QRP Withdrawals: If any funds are distributed to you from an IRA or QRP Account before you attain age 59 1/2, the distribution might have substantial, unfavorable tax consequences for you. Certain unfavorable tax consequences are described in the documents delivered to you when you open your account. Certain exceptions to these rules may apply. It is recommended that you consult with your own legal or tax advisor(s) concerning all tax related issues.

The Bank may take as long as it deems necessary to verify any withdrawal order before paying the amount requested.

ACH/EFT and Check Payment Order

When both ACH/EFT debits and/or checks are presented for payment against your account, the Bank will pay ACH/EFT debits first, followed by any checks presented. ACH/EFT debits will be paid in the order in which they are received by the Bank and then checks will be processed in the same manner. For example, if an ACH debit for \$300 is presented for payment and two (2) checks are also presented for payment, the ACH debit will be processed first, followed by the checks in the order in which they were received by the Bank.

Additionally, other EFT transactions, such as Point-of-Sale ("POS") transactions, will be posted to your account throughout the day as they are received by the Bank.

Transaction Limitations

If you have a Statement Savings or Money Market account, your account is subject to certain monthly withdrawal or transfer limitations under the law. Each month you may make up to six (6) special withdrawals or transfers from your Statement Savings or Money Market account in any combination of check, draft, debit card (POS), pre-authorized or automatic transfer (including ACH transactions), or telephone agreement (including data transmission, e.g., Internal Transfers via Online Banking), order or instruction, payable to a third party.

If you violate the withdrawal or transfer limitations, you may incur service charges. Additionally, if you continually violate the limitations, we may close your account(s), or take away your account's ability to perform pre-authorized withdrawals or other transfers, or we may

reclassify your account. We will notify you prior to taking any of these actions.

You may make unlimited transfers from the Bank on multiple accounts, and perform unlimited withdrawals (payments directly to you) when made in person, by mail, or by using the Bank's or a Shared Network ATM.

Pre-authorized debits are not permitted from Passbook Savings accounts. You may make as many pre-authorized credits (i.e., direct deposits of Social Security) to your Passbook Savings account and Statement Savings account as you wish.

Right of Setoff

The law provides us with a right of setoff. We can take certain funds from your account, at any time, to pay certain debts you owe us and are due and unpaid, to the extent permitted by law. This right of setoff does not apply to IRA accounts, and may not apply to accounts receiving only Social Security or Supplemental Security Income (SSI) payments.

Closing Your Account

You may close your account at any time, provided the funds on deposit are not being held as a result of a legal proceeding (i.e., court order, seizure, levy, setoff, etc.), or uncollected funds. If the account is a Certificate of Deposit, there may be a penalty for permitted withdrawals made prior to the maturity date.

The Bank has the right to close your account, in its sole discretion, at any time upon 10 days' prior written notice except where immediate closure is required to prevent fraud or for other legal and/or regulatory reasons. If we do so, we may mail you an official check for the account balance. If the account is a Money Market, NOW, or Checking account, we will continue to pay checks or withdrawal orders from the account for ten (10) Business Days after we mail you the notice stating that we intend to close the account.

Maintenance and Service Charges

The Bank may impose maintenance and service charges and other fees on your account. The charges, and the terms imposed, may change from time to time. We will provide notice of changes, to the extent required by law.

Any changes will be binding on you and the account when notice is provided. **NOTE:** Certain charges may be changed without prior notice.

Specific maintenance charges for your account are outlined in your account opening disclosures.

Passbooks and Statements

Passbook and Statement Accounts: We will note all your deposits and withdrawals in the records of the Bank. The Bank's records will be conclusively binding upon you, if there is a discrepancy in an account balance.

Lost Passbooks: You are responsible for keeping your passbook safe and secure. You must notify the Bank in writing immediately if it is lost, stolen, or if someone who is not entitled to the funds gets possession of it. If you lose your passbook, or if it is stolen, we will require that you swear to the relevant facts in an affidavit. If the passbook is held in a joint capacity, all owners may be required to complete an affidavit. We may also require that a reasonable time elapse before issuing a new passbook or making payment to you. We also have the right to require a Surety Bond from an acceptable insurance company, in an amount we may determine, protecting us in the event someone else claims that we should not have paid the account to you. You agree to indemnify us (including reasonable attorneys' fees) if we compensate you, and receive third-party claims.

Statement Accounts: For non-passbook (statement) accounts, the Bank will send you periodic statements, which will contain a record of all transactions, including the APYE, the interest paid, maintenance charges, and other fees incurred during the period covered.

For Bank statement CD accounts (including IRAs/QRPs), you will receive semi-annual statements. If your CD accounts are linked with any of the accounts below, you will receive more frequent statements:

For NOW, Checking, Money Market, Statement Savings, and 18-month Floating Rate CD accounts having account activity (other than interest posting), you will receive monthly statements. If you have no monthly account activity, you will receive quarterly statements.

Your NOW and Checking account statements may include digital images of the front of paid and cancelled checks. Paid and cancelled checks drawn on Money Market accounts will not be included on the account statement; instead, they will be temporarily retained by the Bank. However, the Bank Online Banking users may view and print digital images of paid and cancelled checks drawn on Money Market accounts (see also Section V).

You must examine the statement (and checks) and notify the Bank of any discrepancies or errors, in writing within 14 days of receipt. If the discrepancy relates to an ATM or other consumer electronic funds transfer(s) ("EFT") (e.g., direct deposit or withdrawal, POS transaction, preauthorized recurring ACH payment, check conversion, etc.), you must report the discrepancy within 60 days after the statement was first made available or mailed to you. If we do not hear from you within these time frames, we will assume the statement is correct. (See also, Section III, Account Statements/Paid Items).

Interest Reporting

For interest bearing accounts, interest will be reported for tax purposes in the name and Social Security Number (SSN) or Tax Identification Number (TIN) of the designated depositor in accordance with Treasury regulations. It is your responsibility to provide the Bank with the correct SSN or TIN for your account(s) and to certify your backup withholding status.

IRS Regulations and the Bank may require withholding of interest credited on all accounts on which the customer fails to provide the Bank with a correct, properly certified SSN, TIN or Application for a TIN when required, or where the depositor is subject to backup withholding

for failing to report interest, dividend(s), or patronage dividend income under the provisions of the Internal Revenue Code.

The Bank has the right to refuse to open an account or close your account, if you fail to provide a correct, properly certified SSN or TIN when required.

Deposit Insurance

Basic Federal Deposit Insurance Corporation ("FDIC") insurance coverage at member banks, known as the standard maximum deposit insurance amount ("SMDIA"), is \$250,000 per depositor. Accounts maintained in different legal rights and capacities may each be separately insured.

Federal law provides up to \$250,000 in deposit insurance coverage for self-directed retirement accounts, such as Individual Retirement Accounts ("IRAs").

If you maintain one or more deposit accounts and the total balance exceeds \$250,000, please ask for information about ways to maximize potential insurance coverage available under FDIC regulations.

Grace Period for Assumed CDs

When a bank assumes the deposits of another insured institution, deposits from the selling bank are separately insured from deposits at the purchasing bank for at least six months after the acquisition. This grace period gives a depositor the opportunity to restructure accounts, if necessary.

CDs from the purchased bank are separately insured until the earliest maturity date after the end of the six-month grace period. CDs that mature during the six-month period, and are renewed for the same term and same dollar amount (either with or without accrued interest) continue to be separately insured until the first maturity date after the six-month period. If a CD matures during the six-month grace period, and is renewed on any other basis, it would be separately insured only until the end of the six-month grace period.

Certificate of Deposit Account Registry Service (CDARS[®]) and Insured Cash Sweep (ICS[®])

To obtain additional FDIC deposit insurance coverage above the SMDIA, consider Certificates of Deposit or money market deposit account ("MMDA") purchases under the Certificate of Deposit Account Registry Service (CDARS[®]), or the Insured Cash Sweep (ICS[®]) product, available at the Bank through Promontory Interfinancial Network, LLC. For additional information on CDARS and ICS, please speak with a branch representative or visit our website at www.applebank.com. **NOTE:** To enter into a CDARS or ICS agreement, the customer must maintain a valid U.S. Tax Identification Number (TIN) or Social Security Number (SSN).

SECTION III — INFORMATION ABOUT BANK RULES AND POLICIES

Laws, Rules and Regulations

All Bank accounts are subject to the New York State ("NYS") Banking Law, the Federal Truth in Savings Act ("TISA"), Regulation E, the NYS Uniform Commercial Code ("UCC"), and other applicable New York State and federal laws, rules, regulations, and restrictions including, but not limited to, those of the NYS Department of Financial Services ("DFS"), the Federal Deposit Insurance Corporation ("FDIC"), the Board of Governors of the Federal Reserve System ("FRB"), the Consumer Financial Protection Bureau ("CFPB") and the U.S. Department of the Treasury ("U.S. Treasury"), to the extent applicable to account type. They are also subject to the Operating Rules and Guidelines of the National Automated Clearinghouse Association ("NACHA Rules").

Agreement

By signing the signature card(s) for your account(s), maintaining the account(s) and/or using an e-Signature and Online Banking, Bill Payment, or A2A External Funds Transfer Service, you agree to be bound by the terms, conditions, disclosures, and as applicable, agreements, addenda, policies, procedures and rules concerning the account(s), as set forth herein or otherwise applied by the Bank.

Military Lending Act

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of thirty-six (36) percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). For important information and disclosures regarding the Military Lending Act, you may call 1-800-762-1000.

Arbitration and Class Action Waiver

THIS SECTION REQUIRES THAT CLAIMS BE ARBITRATED AND FORBIDS CLASS ACTIONS UNLESS YOU EXERCISE YOUR RIGHT TO OPT OUT OF ARBITRATION BY MAIL WITHIN FORTY-FIVE (45) DAYS AFTER ACCOUNT OPENING. If at the time you open this account you are a covered borrower under the Military Lending Act or you are a dependent of a covered member, this "Arbitration" section is not applicable to your account(s).

Mandatory Arbitration: If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this part. If you do not opt out, for a dispute subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-

gathering (discovery) to the same extent as court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a claim with claims of any other persons. A "claim" or "dispute", as used in this Arbitration Agreement is any unresolved disagreement between you and us, arising from or relating to the Account Agreement or relationship between us, including disagreements related to services, the application for, approval, or use of accounts, banking facilities, advertising, or mediums used for account access. Claims are subject to arbitration; regardless of what theory on which they are based, whether they seek legal or equitable remedies, or whether they are common law or statutory (federal or state) claims. However, this arbitration clause is inapplicable to collections matters brought by us against you for monies owed to us.

The arbitration shall take place in the federal judicial district in which you reside, unless the parties agree to a different location in writing. The arbitrator will follow applicable substantive law to the extent it is consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. A judgment on the award may be entered by any court having jurisdiction. No arbitrator shall have authority to entertain any dispute on behalf of a person who is not a named party, nor have authority to make any award for the benefit of any person who is not a named party. The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear their own expense, regardless of who prevails, but the arbitrator will have the authority to award fees and costs to the extent permitted by the Account Agreement, the forum's rules, or applicable law. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. Each arbitration, including the selection of the arbitrator(s), shall be administered by JAMS according to such forum's rules and procedures. You may obtain a copy of the arbitration rules by contacting JAMS at 1-800-352-5267 (toll-free) or website: jamsadr.com. If you initiate the arbitration, you must notify us in writing. If we initiate arbitration, we will notify you in writing at your last known address in our file.

Class Action Waiver: The Parties agree to give up any right they may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant. The Parties agree to give up any right to consolidate or join any arbitration proceeding with others. The Parties waive any right to seek or recover punitive and/or exemplary damages in any dispute. No arbitrator shall have the power or authority to award punitive and/or exemplary damages.

Right to Opt Out: You may opt out of this Arbitration Agreement. To opt out, you must send us written notice of your decision within forty-five (45) days of the opening of your account. Such notice must state that you wish to opt out of the Arbitration Agreement section of this Account Agreement, and must include your name, address, account name, account number and your signature, and must be mailed to:

Apple Bank Depositor Services
Attn.: Arbitration Opt Out
250 West 23rd Street
New York, NY 10011

This is the sole method by which you can opt out of this Arbitration Agreement. Exercising your right to opt out will not affect remaining terms of this Agreement and will not result in any adverse consequence to you. You agree that our business records will be conclusive evidence of whether you cancelled or opted out of this Arbitration Agreement appropriately.

If it is determined that any paragraph or provision in this arbitration clause is illegal, invalid, or unenforceable, the remainder of this arbitration clause shall continue in full force and effect as if the severed provision was not included.

Account Statement Errors and Omissions – Notice Requirements

NOTE: It is important to carefully review your account statements for accuracy. If you discover any errors, omissions, discrepancies or irregularities, or if you do not receive your statement in the time frame expected, you must notify the Bank, as follows:

1. Within one hundred and eighty (180) days of receipt of a statement regarding any item on that statement which was improperly paid (e.g., any alteration of or unauthorized, improper or missing endorsement(s) on any check or other item paid).
2. Within sixty (60) days of the statement date if you find any other error, omission, discrepancy or irregularity on your statement relating to an ATM transaction or other consumer electronic funds transfer ("EFT") (e.g., direct deposit or withdrawal, POS transaction, preauthorized recurring ACH payment, check conversion, etc.).
3. Within sixty (60) days if you do not receive an expected statement in your regular or accustomed time frame.

The Bank may ask you to furnish additional information that may be needed for us to investigate the claim.

Reduced Time Limits to Commence an Action

You may not commence an arbitration or other action or proceeding against the Bank:

- Without providing the required notice and additional information if requested by the Bank (see Notice Requirements above) or, in any event;
- After (A) eighteen (18) months following statement delivery or availability if the claim involves an alteration of, or an unauthorized, improper or missing endorsement on a check or other item, or (B) one (1) year, if it relates to some other error, omission, discrepancy or irregularity.

Unless a shorter time period is expressly stated (see above), any other claim arising out of the maintenance of your account(s) subject to this brochure must be brought within two (2) years of the occurrence(s) that gave right to the cause of action.

Record Retention

The Bank abides by applicable federal and state law record retention requirements, and may dispose of any record following expiration of the governing retention period. The period will vary depending upon the nature of the document or record. After proper destruction of a record(s), you may not assert any claim or cause of action against the Bank based upon any such disposition.

Customer Identification

IMPORTANT INFORMATION ABOUT PROCEDURES FOR

OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or is a “beneficial owner” of a legal entity. This means when you open an account or enroll in a service (e.g., Bill Pay or A2A External Funds Transfer), the Bank will ask for your name, address, date of birth, SSN or TIN, Department of Motor Vehicles license registration number and state, and other information that will allow us to identify you. We may ask to see your current driver’s license and other identifying documents. The information requested may include non-public personal information about you or another person and concern your, his or her property, finances or credit.

When applicable, we will also ask you to identify and furnish such information about the beneficial owner(s) of a legal entity who are natural persons who either: (1) hold a 25% or more ownership interest in the entity, or (2) exercise significant responsibility to control, manage or direct a legal entity customer account.

Consumers establishing consumer-designated accounts agree that such accounts are to be used primarily for personal, family, or household purposes, and are not to be used for business purposes.

Updating Customer Information

Federal law and Bank rules require that changes in the structure or beneficial ownership of an entity or other information (e.g., name, address, ID, contact information, ownership and changes in a business, any expected changes in bank account transactions or activity) must be updated for our records. By maintaining any account with the Bank you hereby represent and warrant to the Bank that you will promptly advise us of any informational and/or organizational changes that occur along with proper documentation.

Illegal Use

Your account may not be used for any illegal transaction(s). Online gambling would be considered an illegal transaction in most jurisdictions under the Unlawful Internet Gambling Enforcement Act of 2006 (“UIGEA”). If we identify a transaction as online gambling, it will be declined.

Notices from You

Any notice which you want to send to us should be in writing and be signed by you.

Change of Address or Email Address

You must promptly notify the Bank, in writing, of any change in your mailing address. Mail will be sent to the most recent address appearing in account records. When applicable, you must also update your Online Banking profile to reflect any update to your email address.

Bank Hours

Branches are open for business at hours determined by the Bank, which may be reduced and/or changed at our discretion, or pursuant to an act of God, pandemic, or government mandate. Copies of schedules can be obtained at any branch or by visiting us at www.applebank.com.

Negotiability

Any account maintained at the Bank, with the exception of a NOW or Checking account, may not be transferred or negotiated to another. Any pledge of an account as collateral or security for a debt must be pre-approved by the Bank and said pledge shall remain subject to the Bank's prior right of setoff and security interest.

Stop Payments

Placing a Stop Payment on Personal Checks or Other Withdrawal Items: You can order us to stop payment on a personal check or other withdrawal item orally or in writing. An oral stop payment will stay in effect for fourteen (14) days, and must be confirmed in writing. The stop payment order must contain sufficient information to enable us to process the order. The stop payment order takes effect when we record it on your account records. A written stop payment order will stay in effect for six (6) months, unless renewed in writing or until the amount of the item is reimbursed to you.

You can also order us to stop payment on your personal check through the Bank's Telephone Banking by dialing 1-914-902-APPLE (2775), 24 hours a day, 7 days a week. Use your touch-tone telephone to supply the requested information for the stop payment. The stop payment takes effect when you receive a confirmation number at the end of the transaction. Stop payments initiated through Telephone Banking will be confirmed in writing, and are effective for six months, unless renewed in writing (for checks), and until revoked for other (ACH) withdrawals.

Placing a Stop Payment on a Bank Official Check: In certain situations, the Bank will accept a stop payment order on a Bank or cashier's check. The stop payment may be placed by the buyer, drawer, or payee and will only be accepted under the following circumstances:

1. The check must have been issued not less than 90 days prior to our receipt of the stop payment order.
2. The party requesting the stop must provide us with sufficient information to enable us to identify the item in a timely manner.
3. The party requesting the stop must complete an affidavit containing indemnification and conditions, among other things, that the check was destroyed, lost, stolen, or is in the possession of someone who cannot be located or served with legal process.

Once the stop payment becomes a permanent part of our records, we will reimburse the amount of the check to the party who placed the stop. The Bank will have no further liability to any person for the item, under law.

Canceling a Stop Payment: Upon receipt of your written authorization, the Bank will attempt to cancel a stop payment order you have placed. The Bank will not honor verbal cancellations of stop payment orders.

Stale Dated Checks

The Bank is under no obligation to pay a check which is presented more than six months after its date. The Bank reserves the right to pay the check and charge your account in good faith. The Bank may refuse to accept for deposit, or for encashment, a check presented more than six months after its date.

Postdated Checks

The Bank reserves the right to ignore the postdating of a check, unless the Bank has been given advance notice by you described in writing with reasonable particularity (e.g., check number, amount, date and payee's name). The Bank may refuse to accept for deposit or encashment any check presented prior to the post date.

Substitute Checks

The Check Clearing for the 21st Century Act ("Check 21 Act") introduced a "substitute check." A substitute check is a duplicate paper representation of an original check, reproduced in a specific format after the destruction of the original during the check collection process (i.e., usually when the check is presented for payment).

A Proper Substitute Check contains an image of the front and back of the original check, and:

- Bears a Magnetic Ink Character Recognition ("MICR") line containing all the information appearing on the MICR line of the original check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks;
- Contains a legend stating that it is a legal equivalent of the original check;
- Conforms, in paper stock, dimensions and otherwise, with generally applicable industry standards for substitute checks;
- Is suitable for automated processing in the same manner as the original check; and
- Facilitates check truncation (destruction) and electronic check exchange. A substitute check that meets the Act's requirements would be considered the legal equivalent of the original check it is replacing. The advent of the substitute check explains why some check images the Bank returns to you appear smaller and different from the original checks you drew (i.e., because the image returned is of a substitute check, not the original).

The Act does not require any bank to create substitute checks or to accept checks electronically but does require banks to accept legally equivalent substitute checks in place of originals.

Expedited Re-Credit: The Check 21 Act permits expedited re-credit for consumers who suffer losses related to the consumer's receipt of a substitute check. You can file a special claim with your bank for a refund if you believe that:

1. The substitute check was incorrectly charged to your account; and
2. You lost money as a result of the substitute check being charged to your account.

You need the original check or a copy sufficient to show that the substitute check was incorrectly charged to your account.

The expedited re-credit procedure is intended to place consumers who receive substitute checks in the same position as if they had received the original check. The right is not intended to apply to consumers who already have agreed not to receive paper checks.

You should contact your bank as soon as possible but not later than forty (40) days from the date you received your statement or substitute check. Your claim may be made orally, but your bank may require that you submit written claim within ten (10) Business Days of the oral claim.

Electronic Check Presentment: Because of the Check 21 Act and technological advances, checks you deposit or draw against your checking account may be scanned and presented electronically into the check collections system.

Facsimile Signatures

You agree that the Bank disclaims liability for any loss, damage, or expense incurred or sustained by you arising out of the use of any facsimile signature. You agree to discharge, release and hold the Bank harmless from and against all liability for losses stemming from acts taken (or omissions) by the Bank in good faith regarding facsimile signatures including, but not limited to, the Bank's payment or rejection of any facsimile signature.

You acknowledge that if you choose to make or affix any signature(s) to checks, drafts, notes, instruments, withdrawals, orders, acceptances, instructions, authorizations, memorandums, ratifications or other items for the payment of money ("Items") using a facsimile or other non-manual form, whether computer-generated, stamp, or other device ("Facsimile"), you do so at your own risk of loss. The Bank shall have no obligation to discern whether or not any given signature on an item is by hand or Facsimile. You have sole responsibility to secure, control and monitor the use of any Facsimile to mitigate potential losses. You must immediately notify the Bank, in writing, of any suspected or actual misuse, unauthorized use or interference with a Facsimile or the loss or impairment of control thereof. The Bank reserves the right to require adherence to standards and specifications it finds to be acceptable.

Multiple Signatures

If you establish an account that requires two or more signatures, you acknowledge that such requirement shall not be binding on the Bank. You agree that the Bank will not be liable for paying any item that lacks one or more signatures, if it bears at least one authorized signature.

Pre-Authorized Drafts

The Bank is under no obligation to honor any item presented for payment that does not contain a proper signature(s).

The furnishing of account information is at your own risk. If you or your agent give(s) information about your account (i.e., the Bank's ABA routing number or your account number) to a merchant, other seller of goods or services, or to anyone else for any other reason, and you do not also physically deliver a check to that person, any resulting debit to your account initiated by that person is deemed authorized and binding upon you.

In its sole discretion, the Bank may pay or reject any such item presented for payment without incurring any liability to you, your heirs, successors or assignees, whether or not actual, implied or apparent authority to pay or reject said item could reasonably have been authenticated or verified by the Bank prior to expiration of the deadline under New York State law.

Security Procedure on Wire Transfers

Under the Uniform Commercial Code, Sections 4-A-202 and 204, the Bank is not liable for any unauthorized outgoing wire transfer if it acts in good faith and in accordance with commercially reasonable wire transfer security procedures. If notice of an unauthorized transaction occurs more than ninety (90) days after it appears on a statement, the Bank is not responsible for payment of more than ninety (90) days' interest. Requests for wire transfers may require additional identification and verification.

The Bank may reject any request for a wire transfer not made in person.

Changes in Account Type

You may change the type of your account under the account's terms by providing written notice or order to the Bank. The order or request must be signed and dated by you and must contain sufficient information to enable the Bank to make the change. Any such order is effective when accepted and processed by the Bank. The Bank reserves the right to require completion of its own forms authorizing the change.

Joint Accounts

A joint account is payable to the survivor(s) upon the death of one of them. Joint account rules are as follows:

The Bank will accept deposits made payable to and endorsed by either or both of the joint account owners. Additions to the account (deposits, interest, etc.) become the property of each owner as joint tenants.

Unless one of the owners gives the Bank written instructions not to do so, the Bank may:

1. Pay the entire account (or any part of the account) to any one joint owner.
2. Pay on checks, orders or withdrawal requests signed by any owner during the lifetime of all owners.
3. Pay on the written demand of any owner for the withdrawal of the entire account. The other owner(s) of the joint account may have a right to collect his/her/their share of the account from the owner who has withdrawn more than his/her share of the account. The Bank shall not be liable for allowing one of the owners to withdraw more than their share.
4. The Bank will not be held liable to any owner for continuing to pay checks or other orders or withdrawal requests signed by any joint owner.

The Bank may accept an address change request from any joint account owner independently. Such address change request, if accepted by the Bank in its sole discretion, will change the Primary address on the account, unless otherwise disclosed.

Upon written receipt of an account owner's order not to pay, the Bank may require the written authorization of any or all owners of the account before permitting any further payments or withdrawals from the account.

NOTE: The Bank may require all owners of a joint account to sign authorizing a premature withdrawal of principal from a Certificate of Deposit account or to authorize collateral for a passbook loan from any joint account.

Annual Tax Statements (IRS Form 1099-INTs) are reported under the Social Security Number ("SSN") of the designated depositor, and such number must be provided and certified to the Bank when the account is opened.

The Bank may be required by law or court order to restrain, attach or pay funds held in a joint account to satisfy a judgment entered against, or other valid debt owed by, any owner of the account.

The Bank may treat the account as the sole property of the surviving owner(s) after the death of any owner. The Bank may pay on checks or orders or withdrawal requests signed by any of the surviving owners after the death of any owner. The Bank may require specific documents (i.e., death certificate, passbook, etc.) prior to releasing account funds to the surviving owner(s).

Totten Trust or Payable on Death ("POD") Accounts

This account may be opened by an individual owner (or by joint owners) "in trust for" one to three persons as beneficiaries. This form of account is known as a "Totten Trust" account. During the owner's lifetime he/she/they maintain sole control over the funds on deposit. A person named as designated beneficiary has no present ownership or any power to withdraw funds from the account while an owner is alive.

If the sole (or sole surviving) owner dies and has not specifically revoked the Totten Trust account in his or her Last Will and Testament, the funds on deposit will belong to the named beneficiary, so long as he/she has not predeceased the owner(s) and we have not received a court order directing us not to pay or to pay to someone else. If there are multiple beneficiaries named, the account balance will be divided equally among them. [Specific percentages can only be allocated on the beneficiary designation form(s) of IRA/QRP account(s)].

If the beneficiary is less than 18 years old and the deposit is \$10,000 or less, we will pay the parent or natural guardian; but if it is more than \$10,000, we will pay only to the duly appointed legal guardian of the property. The Bank may require specific documents (i.e., certified death certificate, court order appointing a property guardian, proper identification, a bank signature guarantee, passbook, etc.) prior to releasing account funds to the beneficiary (or beneficiaries).

NOTE: If the trust account is held by joint owners, the joint account payment rules set forth above will take precedence over these rules.

Custodian Accounts Under the NYS Uniform Transfers to Minors Act

A custodian account under the New York State Uniform Transfers to Minors Act ("NYS UTMA") may be opened by any adult donor who wants to make an irrevocable gift of money to a minor (any person who has not attained the age of 21 years). Control over the account is given to an individual custodian, who may or may not also be the property donor. The account is beneficially owned by the minor. However, the minor cannot access the funds until reaching the age of majority.

Although the NYS UTMA deems 21 to be the age of majority for these purposes, the custodian may elect to use age 18 instead, but only upon the records of the Bank. The custodian is empowered to hold, invest or reinvest such funds as he or she may deem advisable for the support, maintenance, and education of the minor.

Annual Tax Statements (IRS Form 1099-INTs) are reported under the minor's name and SSN, which must be provided to the Bank and certified by the custodian at account opening.

The property should be turned over by the custodian to the minor when he or she reaches the age designated at account opening, or in the event of the minor's death prior to that age, to his or her estate.

A custodian may arrange to have someone take his or her place in the event of resignation, death or legal incapacitation by executing and dating a formal Successor Custodian Designation Form. If there is no Successor Custodian designated and the custodian of record resigns, dies or becomes legally incapacitated, and the minor is at least 14 years of age, the minor may choose his or her Successor Custodian by executing and dating a formal Successor Custodian Designation Form. If the minor is under the age of 14, a Successor Custodian must be appointed by a court.

Guardianship Accounts

A guardian is a type of fiduciary with the legal power and duty to manage the property and rights of another person who is considered incapable of handling his or her own affairs – generally because of age or infirmity. A minor child's guardian can be a natural guardian (e.g., parent, grandparent) and/or a legal property guardian.

Natural Guardian: A minor's natural guardian is the person who has custody of the minor and has the duty to provide him or her with financial support, education, and shelter. However, custody of the minor does not extend to the minor's property. To be able to exercise control over the minor's property, the person must first be appointed by a court as the minor's legal property guardian.

Guardian of the Property: A Guardian of the Property is a person appointed by a court to manage the funds and financial affairs of a minor or other incapacitated person. The court may order a legally appointed guardian to deposit funds owing to an infant with a Bank account, pending the minor's reaching majority at age eighteen. The court may further order the guardian to deposit the funds into a specific account for a specific term (i.e., a Certificate of Deposit account). The funds may be subject to the joint control of the court or a surety bonding agency, and the court order or Letters of Guardianship may also direct the Bank to withhold payment beyond the minor's 18th birthday.

The property should be turned over by the guardian to the minor when he or she reaches the age of majority or on the date shown in the Letters of Guardianship, or in the event of the minor's death prior to that age, to his or her estate.

The guardian must provide the Bank with a certified copy of the Letters of Guardianship when the account is established. The minor's date of birth and SSN must also be provided at that time. Annual Tax Statements (IRS Form 1099-INTs) are reported and certified under the minor's name and SSN.

A guardian for an incapacitated adult may be appointed by a court to manage the person and/or property of the ward under Article 81 of the NYS Mental Hygiene Law. The court order establishing the guardianship is the controlling document setting forth the guardian's precise powers. The court order may permit the guardian to open bank accounts on behalf of the incapacitated person. A certified copy of the Commission to Guardian(s) must be provided to the Bank before accounts may be established. Following the death of the incapacitated person, a court order discharging the Guardian(s) will be required before payment to the estate.

If the guardian dies or is otherwise unable to perform his or her duties, a successor guardian must be appointed by a court.

Lease Security Accounts

These accounts contain funds left with a landlord by a(n) individual(s), partnership(s) or corporation(s) as rent security. These accounts may be established by individual, partnership or corporate landlords.

The landlord is the owner of the account and holds the deposit(s) as trustee for the benefit of the tenants. While the tenant owns the deposit, the tenant cannot withdraw funds from the account. The landlord may be required to notify the tenant(s), in writing, that the rent security has been deposited in the Bank lease security account and the amount deposited. At times, the landlord may delegate responsibilities such as managing deposit accounts to an Agent. The Agent is treated as the landlord for transactional purposes, with funds belonging to the landlord.

The landlord may receive, as an administrative fee, 1% per annum interest, calculated on the balance in the account. The balance of interest paid on the deposit amount, if any, belongs to the tenant. The landlord, as trustee, determines whether the tenant's portion of the interest remains in the account or is annually remitted to the tenant.

Annual Tax Statements (IRS Form 1099-INTs) for the full amount of interest earned are reported under the tenant's SSN or TIN, and such number must be provided and certified to the Bank when the account is opened. The landlord may receive an IRS Form 1099-MISC if the administrative fees from all lease security accounts on which he/she is the trustee total more than \$600 per year.

Power of Attorney & Statutory Gifts Rider

A Power of Attorney ("POA") is a written document signed and sworn to before a notary public, by which you (the principal) designate and authorize one (or more) person(s) to act as attorney(s)-in-fact (the "Agent(s)") on your behalf with regard to one or more specified powers, even after your disability or incapacity. Through the appointment, the principal directs the Bank to honor the signature of the Agent(s) for some or all banking activity until actual notice of revocation of the power or termination by reason of death, court order or otherwise is received by the Bank. A power of attorney may be revoked at any time if you provide the Agent and us with a proper, sworn revocation document.

Under New York State law, the statutory short form durable POA, among other things, provides an optional Statutory Gifts Rider ("SGR") which would be necessary before an Agent could make certain significant gifts and other transfers of your property. The SGR provisions are intended to specify if and when authority has been granted to a designated agent(s) to make gifts or perform financial planning under the POA.

The forms contain warnings "CAUTION TO THE PRINCIPAL" and "IMPORTANT INFORMATION FOR THE AGENT." In addition, there are special execution procedures affecting Agents and other important changes to the laws governing POAs and SGRs. If you choose to grant authority under an SGR, the preparation of the SGR should be supervised by a lawyer and will require that two (2) witnesses, who are not named therein as permissible recipients of gifts, witness your signature or acknowledgement.

NOTE: Because these legal changes impact the control, disposal and distribution of your property, you should consult with a lawyer, especially before execution and the witnessing of an SGR (which process should be supervised by an attorney).

A New York Statutory Short Form POA (1) permits revocation of powers of attorney previously granted by you, and (2) will not be affected by your subsequent disability or incapacity unless it is modified in accordance with the statute. A successor Agent(s) may be designated to act if each named Agent becomes unable or unwilling to serve. Any Agent appointed must sign before a notary public and formally accept his or her legal responsibilities as your Agent. You may also choose to designate a "Monitor" to review an Agent's actions and separately authorize compensation for an Agent.

All acts performed by an Agent or a successor pursuant to a POA shall bind the account owner(s) and his/her/their heirs, distributees, devisees, legatees, assignees and legal representatives (including any period of disability or incompetence, or even following death), unless the Bank has first been given proper actual notice of termination or revocation of the POA and has been given a reasonable time to act thereon. A POA appointment may also be revoked, superseded, suspended, modified or terminated in accordance with its terms by any duly appointed committee, conservator, guardian or otherwise, pursuant to or in accordance with court order.

The death of the account owner(s) automatically terminates the POA. The funds in the account are always those of the owner(s), may become a part of the estate upon death (for individual accounts) and should be administered in the same manner as accounts not affected by a POA.

A duly executed POA and SGR, if applicable, must contain statutory language whereby the principal agrees to indemnify and hold harmless any third party (including the Bank) against loss or liability arising out of its reliance on the POA and SGR. And in any event, the Bank will not be bound by any revocation or termination of any POA and SGR it has accepted, unless and until the Bank receives actual written notice thereof at the office where the decedent's account is located within a reasonable time to act thereon.

Inactive Accounts

New York State law requires the Bank to send to the State as abandoned property the balances of certain accounts and related accounts on which there has been no activity for three (3) consecutive calendar years. The funds will not be released if during the three-year period one of the following actions takes place:

1. A customer-initiated deposit or a withdrawal is made to or from the account.
2. If applicable, the account Passbook is presented to the Bank for updating.
3. We receive a document(s) indicating that someone who is or may be legally entitled to the proceeds or to control the account is aware of the account's existence. This notification must be signed and the Bank must be satisfied that the signature is genuine.
4. You log in to the Bank's Online Banking portal using your user ID and password.

Certificate of Deposit accounts are deemed abandoned when there has been no account activity or depositor contact for three (3) years after the first account maturity date following depositor contact.

On or before August 1 of the third (3rd) consecutive year of inactivity, we will send a written notice to each person who may be entitled to account funds of more than \$1,000. This notice will be provided by registered or certified mail, return receipt requested, to any person appearing to be the owner of more than \$1,000 of abandoned property. We will deduct, as a service charge from the account, the postal costs for the certified mail, return receipt requested notices.

Prior to August 31 of the third (3rd) consecutive year of inactivity, we will publish a public notice in the newspapers of certain inactive accounts having balances of \$50.00 or more. According to the formula prescribed by the New York State Comptroller's Office, the cost of this advertising will be debited proportionally from all accounts appearing on the published listing.

If we have not had contact with you by November 10th of the third year, your account balance will be turned over to the State. Funds that have been turned over to the State of New York as abandoned property may be reclaimed from the Office of the State Comptroller, Office of Unclaimed Funds, 110 State Street, Albany, New York 12236.

The New York Abandoned Property Law dormancy period for official bank checks purchased by customers, as well as any securities (e.g., dividend checks, stock or bond certificates or coupons found in a safe deposit box), is also three (3) years.

Privacy

The Gramm-Leach-Bliley Act ("GLBA") governs the treatment of nonpublic personal information about consumers by financial institutions. Subject to certain exceptions, the GLBA prohibits a financial institution from disclosing nonpublic personal information ("NPI") about a consumer to nonaffiliated third parties, unless (1) the institution obtains consent or satisfies various notice and opt-out requirements, and (2) the consumer has not elected to opt out of the disclosure. The GLBA also requires the institution to provide certain notices to customers of its privacy policies and practices.

For details on your privacy rights, please refer to the Bank's Privacy Notice, which is available at any branch or at www.applebank.com.

The Bank will not release account information unless requested by an account owner or a legal representative or Agent of an account owner. However, if the Bank receives a court order, subpoena or other lawful process issued by a court, an attorney-at-law acting on behalf of a client and/or an authorized government agency, we will comply by releasing the information.

Safeguarding Your Information: The Bank puts administrative, technical and physical safeguards in place that are reasonably designed to protect the security, confidentiality and integrity of your confidential customer information, including the disposal of certain consumer credit information.

Changes in Terms

The Bank may change these rules and regulations and add new rules and regulations from time to time including, but not limited to, interest rates, the minimum account balance requirements, maintenance and service charges and fees, the banking hours or other conditions and account features from time to time. Each of the changes will be binding on you and the account (1) when we post a notice in the branch, or (2) when we mail you written notice of the change (by U.S. Postal Service, by statement notice, or when applicable, by email), or (3) for Online Banking users, when we post notice of changes at our Internet site and/or send you an email alerting you that they can be located on the site (e.g., URL). Copies of revised policies will also be available at all our branches. You will receive written notice of any changes in terms that may negatively impact your accounts at least thirty (30) days in advance of the effective date.

Waiver

The Bank may waive any of these rules and regulations; however, the waiver will only apply on that occasion and will not bind us in the future.

Indemnity

If there is a conflict between the information stated in any Bank agreement, disclosure or brochure (including this one) and something said by any of our employees, in its discretion, the Bank may adhere to the written information and it shall be binding on you.

The Bank may refuse to follow any depositor instruction(s) believed to expose it to potential liability under law or regulation. We may require adequate security and/or indemnity to protect the Bank from any loss and expense incurred in following such instructions.

How to Get Additional Information

If you have any questions regarding the information provided in this brochure or your account relationship with the Bank, you may contact any of our branch offices, or call CustomerLine at 1-914-902-APPLE (2775). TDD number for those using text transmitter equipment is 1-800-824-0710. If you prefer, you may address correspondence to:

Apple Bank
Attn.: CustomerLine Department
900 Stewart Avenue, Suite 605
Garden City, NY 11530

SECTION IV — FUNDS AVAILABILITY FOR DEPOSIT ACCOUNTS

Introduction

This Section will provide you with useful information to allow you to determine when funds you deposit to or receive for credit to any deposit account you maintain at the Bank are available for the payment of checks to others, cash withdrawals and/or electronic funds transfers.

Generally

Certain deposits are available to pay checks to others, for cash withdrawals or electronic funds transfers as soon as we receive the deposit and register it on our records.

The availability of other deposits is delayed until the next Business Day after the day of your deposit, or longer. The length of the delay varies with the type of deposit and the method by which you make the deposit.

The check collection process begins when you deposit a check to your account, and is not completed until the bank on which the check is drawn either honors it or returns it to the Bank unpaid. Checks may be returned because of insufficient funds, missing endorsements, stop payment orders, or other reasons.

During any delay in availability, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written. We reserve the right, in our sole discretion, to permit such a transaction.

Please note that in the event we make funds available for your withdrawal and we do not receive payment for a deposited check, or we do not receive final payment for an electronic transfer, you are responsible to repay us for the amount of the item, even if you have withdrawn those funds, and we may charge any of your accounts with us for that amount plus a service charge. (For information, please see our [Maintenance and Service Charges](#) brochure.)

Deposits That Are Immediately Available

Funds from wire transfers and other electronic payments (for example, direct deposit of Social Security payments or pre-authorized credits such as payroll deposits from your employer) are available immediately after the deposit is received by us and identified as funds to be deposited to your account. Funds from the following types of deposits are also available immediately after the deposit is received by us and identified as funds to be deposited to your account, if the deposit is made with a teller at one of our branches:

- Deposits of cash;
- Checks drawn on the Bank;
- Money order(s);
- U.S. Treasury checks that are payable to you;
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal money orders that are payable to you;
- Checks issued by New York State or its general purpose political subdivisions (such as counties, cities, towns or villages) that are payable to you;
- Traveler's checks, when countersigned before a teller; and

- Cashier's checks, official checks, and teller's checks, if these items are payable to you, and if you make a notation on your deposit slip such as "bank checks included" sufficiently conspicuous for our tellers to identify the special nature of your deposit. Otherwise, they will be treated as ordinary check deposits and available for withdrawal according to the local schedule.

NOTE: In some cases, we may delay the availability of deposits of cashier's checks, official checks, and teller's checks until the next Business Day, if deposited with a teller; or until the second Business Day after the day of deposit, if deposited by mail. If we delay availability of such a deposit made with a teller, we will notify you of the delay at the time you make your deposit, unless the decision to delay availability of your deposit is made after you have left our premises. If you will need the funds from such a deposit immediately, you should ask one of our customer service representatives before you make the deposit.

In addition, funds in excess of \$5,525 in the aggregate, deposited on any one Business Day, which includes immediately available deposited items, as noted above, with the exception of cash and checks drawn on the Bank, may be extended in accordance with the local availability schedules as set forth in that Section.

Our Business Days When a Deposit is Considered Received

For all deposits not provided immediate availability, the length of the delay is counted in Business Days from the day of your deposit. Every day except Saturdays, Sundays and federal holidays or any day on which State of New York banks are authorized or required by law or governmental action to close, is a Business Day. If you make a deposit by mail, at one of our night depository facilities, or in person with one of our tellers before 4:00 p.m. ET on a Business Day that we are open, or if you make a deposit before 10:00 am at one of our ATMs, we will consider that day to be the day of your deposit. Deposits made at later times, on Saturdays, or on a day we are not open will be considered as made on the next Business Day we are open.

Submission of Checks through Mobile Remote Deposit (mRDC), Mobile Check Endorsement Requirement and Funds Availability

Submission of Checks: All checks submitted for deposit through the mRDC Service are subject to Bank risk management review, verification, collection and final payment. Your submission of image and data files of any check will not be considered a deposit until the Bank has accepted the same for forward collection, following review. When your deposit is accepted, you will receive an email confirmation sent to the email address the Bank has on file, which the Bank assumes is your valid email address. It is your responsibility to ensure that the Bank has your valid email address on file.

Mobile Check Endorsement Requirement: All checks submitted via Mobile Remote Deposit must be endorsed by the named payee(s) and include "For mobile deposit only" and the Checking or Statement Savings account number on the back of the check. Mobile deposits received without this endorsement will not be accepted. In the event that the correct endorsement is not used upon the initial mobile check

deposit and the deposit is rejected, you may resubmit the check for deposit with the correct endorsement.

Mobile Deposit Funds Availability: For funds availability purposes, any mRDC deposit submission after 3:00 p.m. ET will be treated as having been received, and will not be processed until, the next Business Day. Funds from mRDC check deposits are available for withdrawal or payment of checks as set forth in this section.

Next Day Availability

Certain deposits which are made at one of our ATMs will be available the next Business Day after the day of your deposit. These deposits consist of:

- Cash;
- U.S. Treasury checks that are payable to you; and
- Checks drawn on the Bank.

The first \$225 of check deposits on any Business Day which are not entitled to immediate, next day or second-day availability and are deposited with us in any manner will also be available on the next Business Day after the day of your deposit. Please understand that, no matter how many separate deposits you may make on a given Business Day, only the first \$225 from your total check deposits will be available on the next Business Day.

Second Day Availability

Funds from the following types of deposits are available on the second (2nd) Business Day after the day of deposit, if the deposit is made at one of our ATMs:

- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal money orders that are payable to you;
- Checks issued by New York State or its general purpose political subdivisions (such as counties, cities, towns or villages) that are payable to you; and
- Cashier's checks, official checks, and teller's checks, if these items are payable to you, and if you make a notation on your deposit slip such as "bank checks included" sufficiently conspicuous for our tellers to identify the special nature of your deposit. Otherwise, they will be treated as ordinary check deposits and available for withdrawal according to the local schedule.

Availability of Local Check(s) Deposits - Amount(s) up to \$5,525

The first \$5,525 from deposits of local checks will be available as follows:

- The first \$225 will be available to you on the next Business Day after the day of your deposit for cash withdrawal or to pay checks.

- For payment of checks you have written to others, the balance of the funds will be available on the second (2nd) Business Day after the day of your deposit, but for cash withdrawals, only up to \$450 of the balance of the funds will be available at (or any time after) 5:00 p.m. ET on the second (2nd) Business Day after the day of your deposit.
- The balance will be available for cash withdrawals on the third (3rd) Business Day after the day of your deposit.

EXAMPLE: If you deposit a local check of \$700 on a Monday, \$225 of the deposit is available on Tuesday to pay checks to others or to withdraw in cash. On Wednesday, the rest is available to pay checks to others, but only \$450 more is available for cash withdrawal on Wednesday, at or after 5:00 p.m. ET. You may withdraw the rest in cash on Thursday.

NOTE: Funds in excess of \$5,525 will be available for any purpose on the fifth (5th) Business Day after the day of your deposit.

Longer Delays May Apply

Funds you deposit by check, with certain exceptions, will be delayed for a longer period under the following circumstances:

- You deposit checks totaling more than \$5,525 on any one Business Day. (This does not apply to Business Checking accounts.)
- We believe a check you deposited will not be paid.
- You redeposit a check that was previously returned unpaid.
- Your account has been repeatedly overdrawn during the past six (6) months.
- There is an emergency, such as a failure of communications or computer equipment.

We will notify you of the specific reason if we delay your ability to withdraw funds for any of these conditions, and we will tell you when the funds will be available. They will generally be available no later than the fifth (5th) Business Day after the day of your deposit.

For non-consumer accounts, no further notice will be given prior to invoking these exceptions.

Special Rules for New Accounts

If you are a new customer, we will apply the following special rules during the first fifteen (15) days your account is open:

- Cash deposited in person to an employee of the Bank (otherwise, next day availability), wire transfers to your account, and electronic credits will still be immediately available.
- The first \$5,525 from deposits of checks which are entitled to immediate, next day or second-day availability as described in previous paragraphs will still be entitled to the same availability

as indicated in those provisions, if the deposit meets the other criteria required for such availability as set forth under the appropriate heading. The excess over \$5,525 of such deposits will be available on the fifth (5th) Business Day after the day of your deposit.

- Funds from all other check deposits will be available on the fifteenth (15th) Business Day after the day of your deposit.

Holds on Other Funds in Your Account

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time that the funds from the check we cashed would have been available if you had deposited it.

Other Important Related Information

Nothing contained in this Section should be taken as limiting our right to open or close an account, or to accept or reject any particular check or type of check for deposit, or to accept a check for collection only.

Checks drawn on banks outside the United States are normally sent for collection instead of being deposited directly into your account. We will make funds available to you after we have received payment from the bank on which the check is drawn.

The Bank's policy is to accept double endorsed checks subject to satisfactory verification of prior endorsements.

SECTION V — ONLINE BANKING, BILL PAYMENT, INTERNAL TRANSFERS, A2A EXTERNAL FUNDS TRANSFER SERVICE, MOBILE BANKING, TEXT BANKING, MX, OR OTHER SERVICES

NOTE: For complete details on the terms and conditions applicable to the Bank Online Banking, Bill Payment, Internal Transfers, A2A External Funds Transfer, Mobile Banking, Text Banking, MX or any other Service(s), please see the Agreement and its addendum at www.applebank.com.

Online Banking Services

The Bank offers Online Banking ("OB") Services access through www.applebank.com. The complete Online Banking Services Agreement ("Agreement"), which describes the service and sets forth your rights and obligations as an end user, is available for review at that location.

In general, the Bank OB Service allows you to access and view your accounts and recent transaction history, to receive paperless delivery of electronic statements ("eStatements"), and to make electronic transfers of funds ("EFTs") between eligible, linked accounts. Depositors may also view and print copies (front and back) of checks paid against their Checking and Money Market accounts.

Depositors may also electronically enroll in the:

A. Bill Payment Service, which is provided by Q2 and any agreement with Q2's third-party service provider Fidelity National Information Services, Inc., and its subsidiaries and affiliates (collectively, "FIS Global"). The process involves the designation of a Payment Account at the Bank to be used by you to authorize and direct certain permitted payments on a one-time or periodic (recurring) basis, and

B. A2A External Funds Transfer Service, which allows them to associate or link one or more accounts maintained at other financial institutions to facilitate EFTs, through an ACH, from or to their banking accounts.

OB users may also access many OB features through a mobile device, smart phone, personal digital assistant or other hand held device ("Mobile Device") using our mobile application ("app") or our mobile web browser. OB users may download our mobile app from the Apple Store (for Apple devices) or Google Play (for Android devices). No special URL is required. To launch our Mobile Browser, simply type in www.applebank.com.

NOTE: Extra security risks are present when accessing wireless information in a public environment, so extra caution is warranted. Some Mobile Devices could be incompatible with our Mobile Browser and might not work properly. Data fees from your mobile carrier may apply.

Our Agreements: To participate in OB or enroll in Bill Payment or the A2A External Funds Transfer Service, you will receive certain disclosures (set forth in the Agreement and A2A External Funds Transfer Addendum) and you must affirmatively consent to exchange information with us by electronic communications ("ECs") which consist of information, messages and data delivered in a form that can be read as visual text and displayed electronically.

Your consent must be given in a manner demonstrating an ability to access ECs in the manner in which they will be provided. The operating systems, Internet browsers, system requirements and technical specifications needed for accessing the secure portion of our website are set forth in the Agreement and/or on the Bank's website. Users will be informed when there are changes.

Electronic Signatures: When used in conjunction 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 online account information confidential. By using your electronic signature, requesting access and using one or more of the services, you agree to comply with and be bound by the terms and conditions of the Agreement.

Online Security Precautions: Your user ID and your password act 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 responsible for ensuring your own security online. To help protect yourself against fraud, follow these guidelines:

- Before every login on any computer or Mobile Device, verify the accuracy of (1) your Secure Access Code (“SAC”), and (2) your last login date and time, to ensure you are accessing the Bank’s website (and not some fraudulent site).
- When using a Mobile Device, exercise special caution and be on high alert to your surroundings, nearby persons and devices.
- Install and activate anti-virus and anti-spyware 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 ANY of your bank, brokerage or other financial account data, information, statements or online capabilities, from ANY financial institution.
- 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. Contact the Bank immediately if you receive unexpected correspondence from the Bank.
- Be on the alert to follow through if an expected “welcome letter” or other correspondence is not received.
- Do not share your user ID, password, account information, security login questions or answers with others.
- Do not walk away from a computer or Mobile Device when you are logged in to any service (e.g., OB, Bill Payment, A2A External Funds Transfer or viewing mortgage information, 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., SSN or TIN, account number, user ID, password, “security” or “challenge” questions or answers, etc.) in any public, non-secured or general e-mail system.
- Review the terms and conditions of the A2A External Funds Transfer Service Addendum to the 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 immediately at 1-914-902-APPLE (2775). For those using text transmitter equipment, our TDD number is 1-800-824-0710. If your belief or suspicion relates to

the A2A External Funds Transfer Service, call the Bank immediately 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.

Electronic Communications (ECs): ECs may consist of consumer disclosures required under law including, but not limited to, account disclosure statements, including initial and subsequent disclosures, periodic and annual statements, records, notices (e.g., term changes, renewal notices, etc.), e-mail messaging, related information and other communications.

For a complete listing of documents that may be delivered through ECs, please see the Agreement and its A2A External Funds Transfer Addendum, at www.applebank.com.

Your Rights Concerning ECs: You have the following rights concerning ECs:

(A) to be informed of the scope of your consent to receive ECs from the Bank; (B) to withdraw your consent by notifying the Bank; (C) to be informed about the consequences of withdrawal; and (D) to obtain paper copies. For details, see the Agreement at www.applebank.com.

Fees: For details concerning fees, when applicable, see the Agreement and A2A External Funds Transfer Addendum at www.applebank.com.

Statements: Unless you elect to receive them electronically, if applicable, or we notify you that periodic statements will only be sent electronically through eStatements, you will continue to receive your regular, hard copy periodic account statement either monthly or quarterly, depending on the account type. If we notify you that you will be receiving eStatements, you may have a right to opt-out of the service.

Bill Payment Service

Following enrollment, the Bill Payment Service permits you to use a Device to authorize payments from the designated payment account (i.e., your primary checking account) to designated payees, subject to the terms and conditions of your agreements with Q2 and FIS Global. Payments are scheduled and made through your payment instructions.

On any scheduled payment date (which must be a banking Business Day), your payment instructions must be accurate, and sufficient funds must be available in your payment account. (See also, Section II, Definitions, for definition of "Business Day".)

The Bank will not be liable for monetary or other damages due to insufficient funds, delays, changes in payee information, the failure of a payee to credit your account or any other cause beyond our control.

For complete details and the terms and conditions applicable to the Bank's Bill Payment Service, please see the Agreement, at www.applebank.com, as well as any related agreement with Q2 and FIS Global.

Linked Accounts: Your Tax Identification Number or Social Security Number (“TIN” or “SSN”) and designated customer profile will determine which of your eligible accounts will be linked to OB and Bill Payment services.

Termination: The Bank reserves the right to terminate the Agreement if one or more of your accounts are not maintained in good standing.

Transaction Limitations: You are limited on the number of special withdrawals or transfers you make on Savings or MMA accounts (which may, but need not, be conducted through the OB Service, the Bill Payment Service, or the A2A External Funds Transfer Service). The following limitations apply:

Money Market Accounts (“MMA”): You may make unlimited transfers from your MMA account to another of your accounts at the Bank, and unlimited withdrawals (payments directly to you) when such transfers or withdrawals are made in person, by mail, by messenger, or by using the Bank’s or a Shared Network ATM. Each month you may make up to six (6) special withdrawals or transfers from your MMA in any combination of check, draft, debit card (“POS”), pre-authorized or automatic transfer (including ACH transactions), telephone agreement (including data transmission; e.g., Internal Transfers between your Bank accounts via Online Banking), order or instruction, payable to third parties. Your account may 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 request.

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

For complete details, refer to the Agreement and its A2A External Funds Transfer Addendum, at www.applebank.com.

Limitations on Liability: For complete details concerning liability issues, refer to the Agreement and its Addendum, at www.applebank.com. See also, Consumer Electronic Funds Transfer (“EFT”) Provisions, covered in this Section.

A2A External Funds Transfer Service

NOTE: For complete details of terms and conditions applicable to the A2A External Funds Transfer Service, please see the A2A External Funds Transfer Addendum to the Agreement at www.applebank.com.

Upon enrollment, OB customers may access the A2A External Funds Transfer Service through the Bank website and Online Banking using the OB tab labeled External Transfers. The Service permits an end-

user to associate or link one or more owned external account(s) maintained at other U.S. financial institutions with certain accounts maintained at the Bank.

Once an external account is linked with your eligible Bank accounts, with certain limitations, you may initiate electronic funds transfers ("EFTs") through ACH, resulting in debits and credits to or from your external and internal bank accounts.

Our Agreement: Enrollment is completed through a process similar to the one used when you enroll in OB. You are prompted to review and download the A2A External Funds Transfer Service Addendum to the Agreement that includes the applicable terms and conditions. To participate, you must affirmatively consent to the Agreement, electronically, by clicking on the "I agree" button, demonstrating your assent.

NACHA Rules: The rules and regulations of the Electronic Payments Association ("NACHA") and the applicable regional or local ACH rules ("NACHA" Rules) apply to all transfers through the Service. Among other provisions, NACHA Rules permit a bank to charge back unauthorized or erroneous EFTs against your account(s) or whenever final payment and settlement is not received or is revoked. Illegal transactions, such as online gambling, will be blocked when detected by NACHA and/or the Bank.

Customer Identification: Upon your consent and authorization, through ECs the Bank and its processing agent(s) may access and use your credit report information to ascertain and verify your identity. The process employs a number of security measures to establish your identity and ownership of external account(s) you designate, including posing questions that must be satisfactorily answered. Test deposits and withdrawals may be made to your external account(s) and must be verified by you. Alternatively, you may choose to identify yourself by accessing an account you maintain at another institution, using the appropriate user ID and password.

Transaction/Transfer Limitations: You are limited on the number of pre-authorized transfers you make on Statement Savings or Money Market Savings accounts ("MMAs") to no more than six (6) withdrawals per statement period through:

- A2A External Funds Transfer Service (e.g., External Funds Transfers)
- Online Banking (e.g., Bill Payments)
- Pre-authorization of electronic funds transfers
- Other electronic or ACH debits
- Automatic transfers (including principal) to another of your accounts
- POS debits
- Issuance of checks on MMA accounts.

If your account is accessible by check or by using the Bank ATM/Debit Card, no more than three (3) of the permissible withdrawals or transfers in a statement period may be made through those methods.

NOTE: For details on these limitations, please see the Agreement and the A2A External Funds Transfer Service Addendum. For Transaction and Transfer Limitations, see also, Sections II, V, and VI herein (respectively, under General Account Features, OB, Bill Payment and the A2A External Funds Transfer Service, and Electronic Funds Transfer).

External Transfers; Dollar Limits: Standard Transfer withdrawals from and deposits to your account occur through ACH entries from or to your linked external account(s). You may originate withdrawals or deposits through the A2A External Funds Transfer Service from or to your account(s) in a standard processing aggregate dollar amount limited to \$2,000 per transaction (completed), and \$5,000 per calendar month.

Premium Processing: Upon Bank approval for premium processing, higher limits may be enabled for inbound and outbound transactions in an aggregate maximum dollar amount of \$5,000 per day, and \$10,000 per calendar month (see Addendum to Agreement).

Timing of Transfers: Standard Processing Transfers may take up to three Business Days before being completed. The Business Day definition and cutoff times apply. Your creation of payment instructions must be guided accordingly. All Transfer requests (i.e., to initiate a transfer of funds through ACH) made after 2:00 p.m. ET will be treated as having been received on the next Business Day. (For further details, see the A2A External Funds Transfer Service Addendum).

Instructions: An end-user or authorized person must authorize us to charge the designated "Transfer From" account. You agree to have sufficient available funds in your "Transfer From" account on the Send On date to cover the amount of the Transfer and any fees associated with it. Transfers may be rejected and will not be reintroduced into the ACH network by us.

Statements/Receipts: Upon delivery of a Transfer Instruction through the A2A External Funds Transfer Service, you will be able to view the transaction in your online account history.

End User Representations and Warranties: The end user must make (electronically) a series of representations and warranties to the Bank before gaining access to the A2A External Funds Transfer Service (see the A2A External Funds Transfer Addendum to Agreement).

Joint Owners: If two or more joint owners hold an account, the account may be accessed and linked to external accounts owned by the same owners. Withdrawals using the A2A External Funds Transfer Service may be made by any one of them without the further consent of any other. Each owner is deemed to be an agent of every other owner for all purposes.

Service Termination: You may terminate the A2A External Funds Transfer Service Addendum and cease participation, by calling 1-914-902-APPLE (2775). For those using text transmitter equipment, our TDD number is 1-800-824-0710. Or, you may write us at:

Apple Bank
Attn.: CustomerLine Department
900 Stewart Avenue, Suite 605
Garden City, NY 11530

Fees: The A2A External Funds Transfer Service has no monthly Maintenance Charges associated with the A2A Service and there is no fee for standard processing transactions, inbound or outbound. A fee of \$35.00 will be charged against your account for any Transfer initiated against uncollected or insufficient available funds, whether such item is paid or unpaid.

Mobile Banking

OB Users can access all Service features through a mobile device, smart phone, personal digital assistant, tablet or other hand held device ("Mobile Device") using the Bank's mobile banking application provided by Q2 Software, Inc. ("Q2"), downloadable at the Apple Store (for Apple devices) or at Google Play (for Android devices). At present, Q2 mobile applications are operable using Apple/iOS iPads and iPhones and Android/OS tablets and smart phones. NOTE: Mobile carrier text and data fees may apply.

Generally, the following OB Services will be available from a Mobile Device by clicking on the Mobile Banking button, logging in and following the prompts.

Biometric Authentication

The identity of each customer using the Mobile Banking application is verified using multi-factor authentication and layered security measures. Biometric authentication, or fingerprint authentication functionality, is available to you as an option for login purposes. If chosen and enabled, the authentication process will occur using accepted biometric identification methods. Biometric authentication is supported on Apple/iOS iPads and iPhones, and Android/OS tablets and smart phones. You may register and manage your Mobile Device for biometric authentication purposes by going to your device settings and following the instructions.

If enabled, when you open and launch the Bank Mobile app on your device, you will be prompted to complete your login using biometric authentication.

Your Mobile Device stores the required information to recognize your fingerprint. The Bank does not store and cannot access this information.

NOTE: Do not use biometric authentication if you share your Mobile Device with anyone. If your device is lost or stolen, in addition to notifying your mobile carrier, please call Customer Line at 1-914-902-APPLE (2775) to disable biometric authentication. For those using text transmitter equipment, please call our TDD number at 1-800-824-0710.

Text Banking

Upon activation, Users may enable the Text Banking feature of Mobile Banking through your registered Mobile Device. Basic account information can be retrieved without the formal login process. Mobile

carrier message and data fees may apply. Users may opt out of or disable the Text Banking feature within the application. For further details, see the Text Banking Service Addendum hereto.

Mobile Banking Security

Mobile Banking involves the same risks that OB ordinarily entails. However, Users of Mobile Devices take additional risks by using them wirelessly in public places, in proximity to wrongdoers or malefactors seeking to steal personal data and information. Such circumstances call for Users to exercise even extra caution when conducting any banking business or transaction from a Mobile Device in a public place, to reduce the risks.

For those reasons, Users should be on high alert to their surroundings, nearby persons and devices. Users must remember to always verify the appearance of the landing page, and prior login date and time, each time **BEFORE** logging in to OB from a Mobile Device.

Mobile Remote Deposit Capture Service (“mRDC Service”)

The mRDC Service is available upon separate enrollment, upon agreement to the Addenda to the Agreement.

The Service provides Users with the ability to conveniently deposit paper checks to their accounts at the Bank, electronically capturing each check image and related data, and transmitting the same to the Bank for processing and collection, through use of a Mobile Device. The Service is afforded through Ensenta Corporation, a Third-Party Provider. For further details, see the mRDC Service Addendum to the Agreement.

The MX Service – Personal Financial Management

Upon separate enrollment, the MX Service will allow you to access information about your financial relationships and accounts held at multiple U.S. financial institutions (“FIs”). When chosen and enabled, you will be able to consolidate, organize and present certain information from your accounts at the Bank and other FIs, such as banks, credit unions, brokerage firms, credit card providers, billers and other sources of financial information (“Information Providers”), which is transmitted securely over the Internet.

With the goal of providing you with insights as to how you earn, spend and invest your money, the MX Service also includes the following features and functionalities: transaction categorization, account aggregation, budget planning, data visualization, cleansed transaction descriptions and widgets, all of which are available under the rubric of Personal Financial Management (collectively, “PFM”).

Because the MX Service is a “read only” portal, you will not be able to perform any financial transactions against the FI accounts that you digitally link through the MX Service. The service is informational and will not impact your account activity.

For further details on the MX Service and PFM, including information about safeguarding measures for your online security, please refer to the Agreement.

Consumer Electronic Funds Transfer (“EFT”) Provisions

Scope: These provisions apply to any EFT conducted through the OB, MX, Bill Payment, Internal Transfer, A2A External Funds Transfer or any other Service(s), by which you authorize and instruct the Bank, as the originating depository financial institution (“ODFI”), or any third-party processor and any ACH network, through Q2 and/or FIS Global, or otherwise, to debit or credit one or more of your deposit accounts.

Your Liability: The rules below summarize your liability for any unauthorized EFT effectuated through the A2A Electronic Funds Transfer Service. For complete details, see the Agreement and the A2A External Funds Transfer Service Addendum.

1. If you permit other persons to use your user ID, password or other login credentials for access to OB, Bill Payment or A2A External Funds Transfers, Mobile Banking, mRDC, Text Banking or other Service(s) hereunder, you are responsible for any Account access, activity, transfers or transactions they make, schedule, initiate, perform, authorize or direct.
2. Notify us immediately if you believe your user ID, password or other login credentials are 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., an electronic funds transfer of money from any of your accounts or External Accounts; a payment from your Payment Account).
3. Call the Bank **immediately** at 1-914-902-APPLE (2775) if you suspect any unauthorized or fraudulent activity on your account. **For 24 hour/7-day reporting of lost or stolen cards, select option 8.** For those using text transmitter equipment, please call 1-800-824-0710.
4. 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.
5. 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.
6. If your periodic statement shows any EFT transaction that you did not make, you must tell us **immediately**. If you do not notify us within sixty (60) days of transmittal of the FIRST statement showing the EFT transaction you did not make, you may not get back any monies you have lost. 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 there was a good reason (such as a long trip or a hospital stay) why you did not know of the loss, theft or compromise of your password, we may extend the time period in our discretion.
7. 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. However, if more time is needed, we may take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will conditionally credit your account within ten (10) Business Days for the amount you believe is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your error is not received in writing within ten (10) Business Days, we may not conditionally 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) days (instead of 45). If we determine that no error occurred (or some other error occurred), we will send you a written explanation within three (3) Business Days after the investigation is complete. You may request copies of the documents that were used in the investigation.

8. These limits on your possible liability for losses due to unauthorized EFT activity on your account 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.
9. You may notify the Bank by telephone or in writing. Notification by general e-mail to report an unauthorized transaction is not binding on the Bank, not secure, and therefore, not advised.

Errors, Omissions or Questions: If you believe there are errors or omissions on your periodic statement, an EFT receipt or confirmation, or if you have any questions regarding your OB, Bill Payment and/or A2A External Funds Transfer Services or transactions, call CustomerLine at 1-914-902-APPLE (2775). For those using text transmitter equipment, please call 1-800-824-0710. Or, you may write us at:

Apple Bank
Attn.: CustomerLine Department
900 Stewart Avenue, Suite 605
Garden City, NY 11530

We must hear from you at the telephone number or address listed above within sixty (60) days after we send 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. Dollar amount of the suspected error and date on which it occurred.

Our Liability

This Section explains the Bank's and Q2, FIS Global, MX Technologies Inc. ("MX"), Ensenta, IDology and any of their subsidiaries, affiliates and third-party vendors or processing agents

(collectively, "Third-Party Providers") liability to you only to the extent that the Agreement, Addenda, notices or disclosures do not separately disclose our liability. In the event of a conflict, this Agreement or the pertinent provisions of the Addenda shall govern.

A. **IMPORTANT:** Upon successful login to the Services **by anyone** using your user ID, password, other login credentials or any other authentication control, the Bank and its third-party vendors or processing agents may rely and act upon any information and/or instructions received.

In the event of any unauthorized use of your login credentials or personal information, you will be liable for the resulting losses unless you provide the Bank with prompt notice of the theft, loss, misappropriation or possible breach of your password or any of your login credentials and notwithstanding such notice, the Bank or its Third-Party Providers mishandle your notification and request to block any further use of the Services as a result of gross negligence, willful misconduct or breach of an explicit representation or warranty set forth herein.

B. The Bank, its subsidiaries and affiliates, as well as Third-Party Providers, may rely on the information you provide through the OB, MX, Bill Payment, A2A External Funds Transfer, Mobile Banking, mRDC or Text Banking Services.

C. The Bank and Third-Party Providers will not be liable to you for delays or any failure to provide uninterrupted access to OB, Bill Payment, A2A External Funds Transfer, Mobile Banking, mRDC, Text Banking, MX or other Services or Accounts. Unless otherwise required by law, we and they are only responsible to perform Services as described in this Agreement or the Addenda thereto. We and they may **ONLY** be liable for the actual amount of direct loss or damage that you sustain that directly results from gross negligence, willful misconduct or the breach of an explicit representation or warranty set forth herein.

D. In addition, we and they will not be liable to you in the following instances:

1. If you provide any incorrect, misleading, incomplete or unauthorized information, or withhold any required information, regarding any of the Services provided pursuant to this Agreement or Addenda thereto.
2. If through no fault of the Bank, you do not have sufficient available funds in your Account(s), Payment Account and/or External Account(s) to make or fund a scheduled Bill Payment, an A2A External Funds Transfer or a Text Banking transfer.
3. If the Q2 technology platform temporarily fails and/or any one or more of the Services, your operating system or software is not functioning properly at the time you access them or attempt to initiate a transaction.
4. If any FI holding your External Account(s), Third-Party Provider or an ACH Operator or network provider mishandles, prevents or otherwise delays the processing or posting of any Bill Payment, A2A or Text Banking transfer, except as otherwise provided for herein.

5. If circumstances beyond the control of the Bank and/or Third-Party Providers (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent an EFT transfer or other Bill Payment transaction from occurring despite reasonable precautions that we have taken.
6. If there is an administrative hold on your Account(s), Payment Account or External Account(s) (e.g., if access to or use of them is blocked in accordance with the Bank's Rules, NACHA Rules or other FI rules, applicable law or regulations).
7. If there is an outstanding item of legal process resulting in a hold against your Account(s), Payment Account or External Account(s) including, but not limited to, restraining notice, execution, sheriff's or marshal's levy, IRS Notices of Levy, NYS Tax Compliance Levy, Levy by execution, court ordered restraint, attachment, warrant or seizure notices, etc.).
8. If your Bill Payment, EFT or Text Banking transfer authorization terminates by operation of law.
9. If your Account transfers exceed transaction limitations.
10. If you believe someone has accessed one of your Accounts, Payment Account or External Accounts without your permission and you fail to **IMMEDIATELY** notify the Bank (and any affected third-party FI in an A2A transfer).
11. If you have not properly followed the instructions on how to make an A2A External Funds Transfer through an EFT, or to schedule or make a Bill Payment, Mobile Remote Deposit ("mRDC") or Text Banking transaction under the Agreement or the Addendathereto.
12. If you provide erroneous, misleading, incomplete or unauthorized information or instructions to – or withhold correct information from – the Bank, its subsidiaries and affiliates, Q2, FIS Global, MX, Ensenta, IDology or any of their subsidiaries, affiliates or third-party vendors or processing agents (collectively, "Third-Party Providers").
13. If we have received and act upon erroneous, misleading, incomplete or unauthorized information or instructions including, but not limited to, name(s), dollar amount(s), account numbers, ABA bank routing numbers, email addresses, phone numbers, etc.
14. If we have a reasonable basis for believing that unauthorized use of your user IDs, passwords, login credentials, Secure Access Codes, one-time passwords, Account(s) or any of the Services has occurred, is threatened or may be occurring.
15. If you default under this Agreement, any Addenda thereto or other agreements with us, or
16. If you or we terminate this Agreement.

THE FOREGOING SHALL CONSTITUTE THE BANK'S AND THIRD-PARTY PROVIDERS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE OR THEY 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 OR ADDENDA THERETO.

NO WARRANTIES: THE BANK AND THIRD-PARTY PROVIDERS DISCLAIM ANY LIABILITY FOR ERRORS AND OMISSIONS CONTAINED IN THE CONTENT OF, OR DISPLAYED BY MEANS OF, THE WEBSITE. THEY DO NOT WARRANT THE ACCURACY, COMPLETENESS OR ADEQUACY OF SUCH INFORMATION.

THE ONLINE BANKING, MX, BILL PAYMENT, A2A EXTERNAL FUNDS TRANSFER, MOBILE BANKING, mRDC AND/OR TEXT BANKING SERVICES ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. EXCEPT AS SET FORTH HEREIN, THE BANK AND THIRD-PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE, OR WARRANTY OF NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

THE BANK AND THIRD-PARTY PROVIDERS MAKE NO WARRANTY REGARDING LINKS TO THIRD-PARTY WEBSITES OR THIRD-PARTY PROVIDED SOFTWARE. USE OF OR ACCESS TO SUCH WEBSITES, THIRD-PARTY LINKS AND SOFTWARE IS DONE SO ENTIRELY AT YOUR OWN RISK.

Indemnification: You agree to indemnify, defend and hold us, our affiliate companies, directors, 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 OB, Bill Payment, or A2A External Funds Transfer Services.

Third Parties: We are not liable for any loss or liability resulting from any failure of your equipment or software, or the failure(s) of Q2 and FIS Global and their processing agent(s), or any Internet browser provider, ISP or Online service provider. Nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or inability to access your OB, Bill Payment or A2A External Funds Transfer Services or accounts.

Virus Protection: The Bank is not responsible for any electronic virus(es) 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.

Your Online Security

To access your Eligible Accounts or enroll in any of the Services, you will need a user ID and password, which, when processed using multi-factor authentication ("MFA") techniques and layered security controls, will be used to validate your identity. We may establish or change the standards for a user ID, password and other login credentials (as defined in the Agreement).

You are solely responsible for keeping your user ID, password, and other Account and personal information login credentials strictly confidential.

Unauthorized Logins

In the event of unauthorized use of your information, you will be liable for resulting losses, unless (1) you promptly notify us of the theft, loss or a possible breach of any of your login credentials, or (2) the Bank acts with gross negligence or willful misconduct in handling your request to block further use of the Services.

Although systems safeguards are in place, you, alone, are personally responsible for ensuring your own security. To help protect yourself against fraud and identity theft, follow the online security precautions guidelines above, and visit Apple Bank's Education Center located at www.applebank.com.

If you believe your password or any other login credential has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 1-914-902-APPLE (2775). For those using text transmitter equipment, please call 1-800-824-0710.

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.

Enhanced Login

Enhanced login is a security feature enabled by clicking "Register Device", which deploys "cookies" to remember a specific Computer(s) and/or Mobile Device(s) login. The process may also involve accessing detailed information including phone numbers, Computer and Mobile Device identification data and network identifiers.

Computers or Mobile Devices that are not registered will require an additional layer of security. The enhanced login feature can improve your security and further protect you against potential fraud and identity theft.

The Bank recommends that, at a minimum, you regularly change your password, and create a unique user ID and password combination. The OB Services platform may employ additional MFA security techniques, including the use of challenge questions or Secure Access Codes ("SACs") (as defined in the Agreement).

IMPORTANT: For additional details about your online security, including security precautions, guidelines and related information, please see the Agreement and the A2A External Funds Transfer Service Addendum.

Phishing Attempts

Do not respond to email messages asking for account or any other personal or confidential information, even if they appear to have come from the Bank. The Bank will never ask for such information via email. Any such message could be a "phishing" attempt.

Disclosure of Information

All applicable privacy policies, including those of the Bank and its processing agent(s), should be carefully reviewed before you transmit any non-public personal information (1) during enrollment, (2) as part

of the customer identification process, and (3) when using the A2A External Funds Transfer Service.

We may disclose information to third parties about your account(s), External account(s) and/or Transfers (see Addendum to Agreement, General Terms and Conditions, Sections G and H).

For further details on the terms and conditions that apply to the A2A External Funds Transfer Service, please see the Agreement and its A2A External Funds Transfer Addendum.

Telephonic Consent

By giving us your mobile number, you are providing the Bank with consent for automated calls and texts to service all of your accounts with us. Your consent allows the use of text messages, artificial or prerecorded voice messages and automatic dialing technology for informational, account servicing, and telemarketing messages. Message and data rates may apply.

SECTION VI — ELECTRONIC FUNDS TRANSFER/AUTOMATED TELLER MACHINES (ATMs)/VISA® DEBIT CARD

Introduction

This Section addresses the terms and conditions which will apply when you use the Bank ATM, Visa® Debit Card, authorize the Electronic Funds Transfer (EFT) of Federal recurring payments (e.g., SSA, SSI checks, etc.) to your account or arrange for Pre-Authorized Electronic Funds Transfers (e.g., bill payments). (For additional terms and conditions, see also Section V, Online Banking, Bill Payment and the A2A External Funds Transfer Service.) All other terms and conditions for your account, as set forth in this brochure, will also apply.

Agreements

The Bank will issue a Card if requested to do so by an owner of a Bank Statement Savings, Money Market, NOW and/or Checking account(s) or an authorized signer of a Bank Business Checking account.

Without the Card and PIN, you will be unable to use the Bank, INTERLINK®, PLUS® or NYCE ATMs or POS/Merchant facilities.

By requesting a Card or by using your Card and PIN to make a deposit, transfer, balance inquiry or withdrawal from your account, you agree to be bound by the terms and conditions concerning ATM services. If an owner of a joint account signed the request for Cards or for a PIN, all owners of the account will be bound by the agreement.

You agree to maintain sufficient collected funds in your account to cover any ATM withdrawals, transfers, purchases, or payments. If an ATM, POS, or ATM/Debit Card purchase would cause your account to be overdrawn, the Bank may either elect to honor or reject the transaction. For consumers, if you have opted-in to the Bank's grandfathered extended overdraft program, your account will be assessed a non-sufficient funds charge for each transaction the Bank honors. If your transaction is rejected, your account may be assessed an unprocessed withdrawal charge. Please refer to the Bank's

Maintenance and Service Charges brochure or the specific account disclosure for further details.

You agree to be personally responsible for all charges incurred by use of your Card, including any overdrafts. An overdraft can result in cancellation of this agreement and your account. If you have an Overdraft Line of Credit on your account, withdrawals made by ATM in excess of your account balance are subject to the separate agreement governing the credit line.

When you use our ATM services, you give us the right to secure payment, and/or set off funds due and owing, with certain funds you have on deposit with us, including those held in NOW, Checking, Money Market, Savings and Certificate of Deposit accounts. This is in addition to any other rights we may have. Regardless of any other agreement you have with us, balances due from use of your Card are not secured by any real or personal property.

ATM Services

Consumer: You can use your Card at ATMs at the Bank locations to:

- Withdraw cash up to \$1,000 per day during online computer operation.
- Make deposits.
- Transfer funds between your linked accounts.
- Verify account balances (which might include funds on hold, not available for immediate withdrawal).

Business: Please refer to the terms and conditions agreement for the Apple Bank Visa[®] Business Debit Card.

Service Hours

Except for banking floor machines, or as otherwise noted, ATMs at the Bank and Shared Network locations are generally available 24 hours a day, 7 days a week, except for routine maintenance, inspection or repair. Banking floor machines are available for use during normal banking hours, which may vary from branch to branch. Schedules of banking hours and availability of the Bank ATMs can be obtained at any branch or at www.applebank.com.

Deposits

All deposits are subject to the Bank's verification. ATM deposits will be examined by at least two persons. Deposits made at our ATMs will begin to earn interest on the next Business Day after the business day of deposit. Interest will be earned on the account to which a deposit is made at rates, yields, intervals and on terms which are fully described in your account disclosures. Funds you deposit may not be immediately available for withdrawal. Please see Section IV for further details.

Transfer Limitations

You can transfer any amount of available collected funds between your Statement Savings, Money Market, NOW, or Checking accounts. Transaction limitations may apply to these accounts. If you violate the withdrawal or transfer limitations, you may incur service charges. If you continually violate transaction limits, we may be required to close your account or take away your ability to transact pre-authorized withdrawals or other transfers thereon. We will notify you prior to taking any of these actions. Please consult your specific account disclosure or refer to Section II herein, "Transaction Limitations", for the details of these transaction limitations.

Documentation of Transaction(s)

ATM/POS Receipts: If requested, the ATM provides a transaction record when you have completed your transaction(s). The receipt will show the date of the transaction, an account identifier, the type of account, the amount deposited/withdrawn and the location of the ATM. If a POS transaction involves the use of an electronic terminal, this information will appear on the receipt. If you made a transfer, the receipt will also show the types of accounts from and to which the money was transferred. If you made a deposit, the receipt will show the amount you tell us you deposited. All deposits are subject to verification. Your receipt for using your ATM/Debit Card for purchases at merchant locations that accept Visa Debit Cards is the sales slip.

Non-Passbook (Statement) Accounts: The Bank will send you periodic statements containing a record of all transactions, including any maintenance charges and other fees incurred during the period covered. Paper statements will be mailed to the address shown on our records unless you elect to go paperless and receive only electronic statements.

For the Bank statement CD accounts (including IRAs/QRPs), you will receive semi-annual statements. If your statement CD accounts are combined (linked) with any of the following accounts, you will receive more frequent statements, as set forth below.

For NOW, Checking, Money Market, Statement Savings and 18-month Floating Rate CD accounts with activity during the period, you will receive a monthly statement. If there is no account activity, the statement will be sent quarterly. (See also, Section II, Passbooks and Statements.)

Passbook Accounts: Deposits of Electronic Funds Transfers ("EFTs") of Federal Recurring Payments and other Pre-authorized Credits are permitted for Passbook accounts. You may not originate Pre-authorized EFT Debits from a Passbook account. Bring or mail your Passbook to the Bank and we will record any electronic deposits that were made to your account since the last time the Passbook was updated.

NOTE: You should update your Passbook account(s) at least once annually.

Pre-authorized Credits (e.g., Payroll, Pension, Social Security Administration Benefits, etc.): If you have arranged to have regularly scheduled (at least once every 60 days) direct deposits electronically

transferred to your account by the government, or the same person or company, you may check your transaction in Online Banking or contact us to confirm whether the deposit was made. For Social Security payments, please check on or after the scheduled payment date for your particular cycle to confirm whether payment has been received.

Business Account Credits: Certain EFT credits received by the Bank initiated through ACH are also subject to the NACHA Operating Rules and Guidelines and applicable regional or local ACH Rules ("NACHA Rules"). Such credits shall be provisional until the paying financial institution finally pays and settles for the credit.

You agree that we are entitled to a full refund and that your account(s) may be charged back for the amount(s) credited, plus applicable fees or charges if, for any reason, final settlement or credit is not received. In such a case, the Originator of the ACH entry shall not be considered to have paid the item. New York State law (including but not limited to Article 4A of the UCC) shall govern the rights and obligations of the parties with regard to such credit entries. The Rules do not require us to provide you with notice of the receipt of such credit entry. Your only notice, if any, would be on a subsequent periodic account statement.

Owner's Liability for Transactions by All Cardholders

The owner of an account is fully responsible for all deposits, transfers, purchases and withdrawals made by or permitted by anyone who is a Cardholder. Cardholders are separately responsible for whatever deposits, transfers, withdrawals and purchases they make or permit another to make.

Consumer Liability for Unauthorized Use of ATM Card/Debit Card

Notify us immediately if you believe your Card is lost or stolen, your PIN is not protected, and/or you believe someone has transferred or may transfer money from your accounts using information from your check. Calling us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you notify us within two Business Days after you learn of the loss or theft of your Card or PIN, then \$50 is the maximum you can lose if someone uses your Card or PIN without your permission. If you do not notify us within two Business Days and we prove that we could have stopped someone from using the Card or PIN if you had told us, you can lose as much as \$500.

Also, if your statement shows any transaction that you did not make, tell us immediately. If you do not notify us within sixty (60) days from the date the statement was mailed to you, 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 taking the money if you had told us in time.

If you provide a good reason (such as a long trip or a hospital stay) why you did not know that your Card or PIN had been lost or stolen, we may extend the time period.

Liability for Unauthorized Use of a Business Card

Notify us immediately if you believe your Card is lost or stolen, your PIN is not protected, and/or you believe someone has transferred or may transfer money from your accounts without authorization. You could lose all of the money in your account plus your maximum overdraft line of credit. You are liable for Card transactions you did not authorize if we can prove that we processed the transaction in good faith and in compliance with commercially reasonable security standards to which we both agreed, unless otherwise required by law.

Liability for Visa[®] Debit Card POS Transactions (Consumer and Business)

You may use your ATM/Debit Card to purchase goods and services everywhere that Visa Debit Cards are accepted. If you do not have sufficient funds in your designated account, or sufficient funds available in any overdraft privileges you may have, your transaction will not be approved unless (for consumers only) you have opted-in to the Bank's grandfathered extended overdraft program. If your Card is lost or stolen or if an unauthorized transaction occurs, your liability will be limited only in the following circumstances:

You may have protection under Visa's Zero Liability policy, which applies to U.S. issued cards only and does not apply to commercial cards, ATM transactions, or to PIN transactions not processed by Visa.

This limit with respect to unauthorized transactions may not apply to the extent allowed under applicable law if the Bank has determined that you were grossly negligent or fraudulent in the handling of your account or Card.

International Transactions

When your Card is used outside the United States or its territories to make purchases or to get cash, for purposes of processing international Visa transactions (including ATM, POS, and Debit Card transactions), the exchange rate between the transaction currency and the billing currency will be either:

1. A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or
2. The government-mandated rate in effect for the applicable central processing date;

PLUS, 2%.

In addition, a 2% transaction fee will be assessed on all transactions involving single currency international Visa, PLUS, and INTERLINK transactions (including ATM, POS, and Debit Card transactions).

An international transaction is defined as a transaction where the issuer and the merchant have different country codes. All such international transactions processed through any network are subject to these processing fees.

Errors, Omissions or Questions

With regard to Electronic Funds Transfers, if you believe there is an error or omission on your statement or receipt or in your passbook, or if you need more information about a transfer listed on the statement or receipt or in your Passbook, call Digital Payments at 1-800-216-6985 or 1-800-824-0710 (TDD), or address correspondence to:

Apple Bank
Attn.: Digital Payments
900 Stewart Avenue, Suite 605
Garden City, NY 11530

We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. (If travel or hospitalization or other good reasons kept you from telling us, we may extend the time period.) When you call or write, you must tell us:

1. Your name and account number;
2. The error or the transfer you are unsure about, and why you believe it is an error or why you need more information; and
3. The dollar amount of the suspected error.

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) Business Days.

For Consumer Accounts Only

We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will promptly correct any errors. If we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we decide we need to take this additional time, we will provisionally credit your account for the disputed amount within ten (10) Business Days, so you have use of the money while we are completing our investigation.

For errors involving new accounts, POS, or Foreign ATM transactions, we may take up to ninety (90) days to investigate. For new accounts, we may take up to twenty (20) Business Days to provisionally credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide there was no error, we will send you a written explanation. You can request copies of documents that we used for our investigation.

The Bank's record of your account is the one that will be binding if there is a difference between the Bank's record and your statement.

NOTE: Problems, omissions or errors resulting from transactions processed through a Shared Network ATM machine or POS terminal should be referred to the Bank for resolution.

Third Party Disclosure

We may disclose information about your account or transactions to third parties in the following circumstances:

- When it is necessary to complete transactions or resolve errors involving your account; or
- To verify the existence and condition of your account to third parties, such as a credit bureau or merchant; or
- To comply with legal process, such as orders or subpoenas from government agencies or courts; or
- When you give written permission to us or to the person asking for the information.

Failure to Complete an Electronic Funds Transfer

You agree to maintain sufficient collected funds in your account to cover any authorized transfers or payments. If you do not have sufficient funds in your account, there will be a charge for each transaction that we are unable to process or that we process against uncollected funds.

The Bank will make every effort to assure that your deposits, transfers and withdrawals are made quickly and correctly. If you request that we automatically transfer funds on a specific date, we will make one attempt to electronically transfer the funds on that date. If sufficient funds are not available, the transfer will not be completed.

If you have overdraft protection for your NOW or Checking account and the transfer can be made by using your available Overdraft Line of Credit, then the transfer will be completed using that credit. The transaction is subject to any applicable Overdraft Line of Credit interest charges.

If we do not complete a transfer to or from your accounts on time or in the right amount, according to our agreement with you, we may be liable for your losses or damages (as provided by law). We will not be liable, for instance, if:

- We do not receive sufficient information to complete the transaction.
- Your account does not contain enough available funds to complete the transaction.
- The transaction amount would go over your available credit limit, if you have an Overdraft Line of Credit.
- The transaction exceeds transaction limitations.
- Your Card or PIN was reported lost or stolen.
- Your account is frozen because your co-depositor notified us of a dispute between you.
- Your account is frozen because of a court order, legal process or other claim.
- The ATM from which you are making the withdrawal does not have enough cash.

- The ATM is temporarily out of service or closed for maintenance.
- The ATM, POS Terminal or our computer system was not working properly and you knew that when you started the transaction.
- Circumstances beyond our control (such as fire, flood, pandemic, labor dispute, power or computer failure) prevent us from completing the transaction, despite reasonable precautions we have taken.
- Your account has been closed or your Card and ATM privileges have been cancelled.
- We do not complete the transaction because we are protecting the security of your account or the ATM system.
- Some other problem prevents us from completing the transaction the way you requested, and we are able to correct the problem and complete the transaction later.
- The delay causes you no losses or damages which you can prove in court.

A2A External Funds Transfer Service: In addition to electronic funds transfers made through your use of ATMs and the Debit Card, upon enrollment, EFTs may also be effectuated through the Bank A2A External Funds Transfer Service (see Section V).

Stopping Payments

Your Right to Stop Payment and How to Do It: If we agreed in advance to make regular payments out of your account, you can order us to stop any of these payments by calling us or writing us at least three (3) Business Days before the payment is due to be made. The Bank may honor your request if less notice is provided, but is not obligated to do so. If you place your stop payment order by telephone, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. Otherwise, your verbal request will expire.

Unless you tell us that all future payments to that recipient are to be stopped, we will treat your stop payment as a request concerning that payment only. If you wish to stop all future payments to that recipient, you must revoke the authorization you gave to that party to transfer funds from your account and provide us with a copy of your signed revocation.

We will charge you for each stop payment and cancellation of stop payment order that you give us. See our **Maintenance and Service Charges** brochure for further details. To place or cancel a stop payment order, call Digital Payments at 1-800-216-6985. TDD number for those using text transmitter equipment is 1-800-824-0710. If you prefer, you may address correspondence to:

Apple Bank
 Attn.: Digital Payments
 900 Stewart Avenue, Suite 605
 Garden City, NY 11530

You have no right and are not permitted to stop payment on any Visa Debit Card purchase through the use of your Card.

Bank's Liability for Failure to Stop Payment: If you tell us to stop a pre-authorized transfer from your account and do so at least three (3) days before the transfer is scheduled, and we do not do so, we will be liable for any direct losses or damages you can prove.

Notice of Varying Amounts: If the pre-authorized payments out of your account will vary in amount, the person you are going to pay will tell you when the payment will be made and how much the payment will be. You will receive this information ten (10) days before each payment is due. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Future Changes and Cancellations

We have the right to change this Agreement, and will notify you in writing at least twenty-one (21) days before the effective date of any change that will (1) increase any fees or charges or your liability, (2) reduce the ATM/POS services available to you, (3) place stricter limits on the frequency of transactions, or (4) decrease the daily maximum cash you can withdraw in a day. No advance notice is required for changes that are necessary for security reasons.

Ownership

Cards are the property of the Bank and are made available, along with the ATMs, as a service to our customers. If we request return of any Cards issued to you, you are required to return them immediately. We have the right to cancel your Card and privileges or this agreement at any time without advance notice or liability to you.

SECTION VII — TELEPHONE TRANSFER SERVICE

Introduction

This Section addresses the terms and conditions that apply when you use the Bank Telephone Transfer Service. All other terms and conditions for your account, as set forth in this brochure, will also apply.

Definitions

Access Code: Means the distinct four-digit number sequence, chosen by you and known only by you, which will allow you to initiate telephone transfers.

Accounts: Means your Bank Statement Savings, Money Market, Checking and NOW accounts are eligible for the telephone transfer service. Certificates of Deposit, Passbook accounts, overdraft line of credit, burial accounts, retirement/pension accounts, accounts held in a fiduciary capacity and business accounts requiring more than one signature for withdrawal are not eligible for this service.

Confirmation Number: A distinct series of numbers provided to you over the telephone at the completion of the telephone transfer confirming that your requested transaction has taken place.

Telephone Transfer: Means any transfer of funds that is started through a touch-tone telephone for the purpose of ordering, instructing, or authorizing us to debit and credit your account.

You or Yours: Means each person who is the owner, joint tenant, or authorized signer of an account eligible for the telephone transfer service.

The Service

This service allows you to transfer unlimited amounts of available funds to and from your accounts on a daily basis. You will also be able to make balance inquiries, stop payment on your personal checks and request photocopies of statements, interim statements and personal checks on your accounts. You will be able to conduct other transactions on your accounts subject to the Telephone Transfer Service Agreement as the Bank may make available from time to time.

Agreements

By using the Bank's Telephone Transfer Service, you agree to be bound by the terms and conditions of the accounts you maintain, which were provided to you at account opening. To begin using the Telephone Transfer Service, you must first select an access code via the Bank's touch-tone system prior to the first time you attempt to transfer funds.

You agree to provide the Bank with accurate information for each telephone transfer you conduct and you agree to be bound by the Bank's records of telephone transfer instructions received. In making a telephone transfer, you agree that you will be deemed to have signed any deposit or withdrawal order for the transaction and agree to be bound by the terms of any such instrument.

You agree to maintain sufficient collected funds in your accounts to cover any transfer requests. The Bank may refuse to complete a telephone transfer request because of inaccurate or incomplete information, or if the funds in your account are not available or are insufficient to complete the transaction. You will be advised at the time of your request if the transaction cannot be completed.

You agree that any account that is held jointly is a joint tenancy payable to either you or the survivor, and that either of you can pledge or assign the account without notice to or the consent of the other. You agree that either joint tenant has full authority to request and make telephone transfers and that the Bank shall incur no liability or responsibility for making telephone transfers at the request of either joint tenant. Both you and the joint tenants shall be jointly and severally liable to the Bank for any obligations or liabilities incurred as a result of conducting a telephone transfer.

Service Hours

You may make telephone transfers on your accounts subject to the Telephone Transfer Service Agreement by dialing 1-914-902-APPLE (2775) 24 hours a day, 7 days a week.

Transfer Limitations

You may transfer funds to and from your accounts subject to the Telephone Transfer Service Agreement with no maximum limits on the dollar amount of available funds which may be transferred on any given day. However, the aggregate number of telephone transfers, pre-authorized transfers and automatic transfers from a Savings or Money Market account subject to the Telephone Transfer Service Agreement may not exceed six (6) per month. If you violate these transfer limitations, you may incur service charges. Additionally, if you continually violate these limitations, we may close or reclassify your account. We will notify you prior to taking any of these actions.

Completed Transactions

A telephone transfer is deemed completed at the time it was initiated and upon your receipt of a confirmation number. You alone are responsible for the accuracy of the information provided in conducting a telephone transfer. You agree to be bound by the Bank's records of the telephone instructions received.

Statements

Each month that there is account activity, you will be provided with a monthly statement reflecting the confirmation number for each telephone transfer that you made, as well as the transaction itself.

Lost or Stolen Access Code

If you believe that your access code has become known to an unauthorized individual, you must notify the Bank AT ONCE to prevent potential substantial losses from your account. Please contact the Bank at 1-914-902-APPL(e) (2775). For those using text transmitter equipment, our TDD number is 1-800-824-0710.

Branch Locations throughout Greater New York

Visit applebank.com for the office nearest you.

Contact CustomerLine

CustomerLine Service 914-902-2775

TDD Number 800-824-0710



Follow us on [Facebook.com/AppleBankFan](https://www.facebook.com/AppleBankFan)