



# Online Banking Agreement for Business Account Customers

Please read this Online Banking Agreement ("Agreement") and retain it for your records.

**Introduction** - This Agreement between Dime Community Bank ("Dime") and you governs your use of the Dime Online Banking Service, an Internet web banking service, for accessing your eligible accounts, banking, bill payment, electronic statements ("eStatements") and other financial services as described herein ("Online Services") and contains the terms and conditions for use of such Online Services. By signing your Business Profile Form, you agree, as our Customer, to receive this Online Banking Agreement and to be bound and abide by the terms and conditions of this Online Banking Agreement and such other terms and conditions as shall be imposed from time to time by Dime upon notice to you, as provided herein. By using the Online Services, you agree to abide by the terms and conditions of this Agreement.

**Definitions** - In this Agreement, the following terms have the meanings described herein:

- *Account* means a bank account, including a Credit Account or Deposit Account, which you have or may have at Dime that you have designated for access to the Online Services and which is an Eligible Account. As defined herein, the term "Account" does not include any such account established for personal, family, or household purposes. The applicable Account Disclosure Statement also governs each of your Accounts at Dime.
- *Account Disclosure Statement* means the Dime standard terms and conditions that apply to the applicable Account.
- *Agreement* means this Agreement, all supplements hereto and all other agreements referred to herein or incorporated by reference herein.
- *Available Balance* means the balance in an Account after crediting only those deposits that have been collected and made available to Dime, which shall include deposits that have been made available to you under Dime's Funds Availability Schedule.
- *Dime, Bank, we, us, and our* means Dime Community Bank and its various branches.
- *Branch* means a branch office of Dime.
- *Business Day* means any day other than a Saturday, Sunday or Bank Holiday.
- *Credit Account* means one of the Accounts described as a "Credit Account" listed under Eligible Accounts.
- *Credit Line* means any line of credit you have or may have at Dime that you have designated as a credit line to be accessed under the Dime Online Banking Service.
- *Deposit Account* means one of the Accounts described as a "Deposit Account" described under Eligible Accounts.
- *Dime Business Address* means the address listed under Dime Contact Information (see last page of this Agreement) or such other address that Dime shall designate from time to time.
- *Dime Online Banking* means utilization of the Online Services under this Agreement to conduct banking transactions through the Dime Website.
- *Dime Online Banking Customer Support* means the customer service representatives at Dime designated to provide Online Banking Customer Support.
- *Dime Online Banking Service* means the service under which the Online Services described herein are provided, as modified and amended hereunder.
- *Dime Telephone Number* means the telephone number listed under Dime Contact Information (see the last page of this Agreement) or such

other telephone number as Dime shall designate from time to time.

- *Dime Website* means the website established by Dime on the Internet having the URL address indicated under Dime Contact Information.
- *Electronic Bill Payment (or "EBP")* means the use of a computer, Web Browser, and Password to pay a bill or make any other payment to a Payee from your EBP Account.
- *Electronic Bill Payment Account (or "EBP Account")* means the Account maintained by you at Dime, described under Eligible Accounts, through which you agree EBP transactions shall be conducted and the Account from which funds will be withdrawn to make Electronic Bill Payments. Only a Dime Business Checking account may be utilized as an EBP Account. However, a Dime statement savings or statement money market account may also be used but both are subject to monthly transfer limitations (please see the below section on Limitations on Frequency of Transfers and Dollar Amounts).
- *Electronic Bill Payment Information (or "EBP Information")* means the identification of payees, payments and other relevant applicable EBP information provided by you from time to time by EBP Notification or otherwise.
- *Electronic Bill Payment Notification (or "EBP Notification")* means an electronic or other notification, in a form as shall be determined by Dime from time to time, by which you will instruct Dime of your desire to conduct EBP transactions and such notification will identify relevant EBP Information for each applicable payee.
- *Electronic Bill Payment Services (or "EBP Services")* means the Online Services made available by Dime under this Agreement for Electronic Bill Payment.
- *Electronic Statement (or "eStatement")* means periodic statement account information made available to you electronically.
- *Eligible Account* means one of the Accounts to which Dime from time to time allows access via Dime Online Banking. You cannot transfer funds from a cash reserve, home equity, mortgage, or credit card account.
- *Funds Availability Schedule* means the schedule that sets forth the availability of funds deposited to your Account(s). It provides information to allow you to determine when funds you deposit or receive for credit to your Account(s) are available for transfer or withdrawal.
- *Online Banking* means the use of a computer, Web Browser and Password to conduct, by access to the Online Services, banking transactions hereunder, including, without limitation, Electronic Bill Payments and eStatements, if such Online Service is selected by you pursuant to the notification provisions hereof.
- *Online Services* means the Online Services described herein that are provided to approved Dime customers under this Agreement to enable such customers to conduct the banking transactions described herein through the Dime Website.
- *Password* means the personal identification code that has been selected by you to use in accessing your Accounts through the Dime Online Banking Service (and any change to that Password that you have made) and that you must have to conduct Online Banking.
- *Payee* means the person or entity to whom an Electronic Bill Payment or other payment is made payable.
- *Payment Transmit Date* means the date that you select to make an Electronic Bill Payment, which date is the date the funds are deducted from your EBP Account, or the next Business Day, and should be at least 7 to 10 Business Days before the payment needs to be received by the Payee.
- *Statement Account* means a checking, NOW, savings, money market, or other non-passbook Account for which transaction activity is reported to the accountholder on a periodic statement.
- *Statement Balance* means the balance in an Account after crediting all deposits (including deposits that have not yet been collected by Dime) and deducting all withdrawals.

- . *URL* means Uniform Resource Locator. The URL is the address used to define the location of a resource on the Internet.
- . *User ID* means the name or number assigned to you by Dime that will allow you to access your Accounts using the Dime Online Banking Service.
- . *Username* means the name or number assigned to you by Dime that will allow you to access your Accounts using the Dime Online Banking Service.
- . *Web Browser* means the versions of the commercially available application programs that have been approved by Dime for use with the Dime Online Banking Service to look at and interact with all the information on the Internet and the World Wide Web, including the information contained on the Dime Website. Web Browsers use the Hypertext Transfer Protocol to make requests of Web servers throughout the Internet on behalf of the browser user.
- . *You* and *your* mean each person who is authorized to have access to your Account(s) through the Dime Online Banking Service in accordance with the terms of this Agreement.
- . Any reference to a time in this Agreement (e.g., 10:00 p.m.) shall be to Eastern Time ("ET").

**Types of Transfers and Online Services Available** - For each User ID, you may access your Dime Accounts through the Online Banking Services. One of these Accounts, called your primary Account, must be a checking Account. Once you have selected a checking Account for this purpose, you may access any combination of your Accounts with us, including savings, money market and other checking Accounts, certificates of deposit, and certain types of loan Accounts. You may use the Dime Online Banking Service to do the following:

**Balance Inquiries** - Inquire as to the balance, including the Available Balance, in your Account and obtain Account activity information for your Accounts. You can obtain balance and transaction history on all Accounts that are enrolled in the Dime Online Banking Service.

**Transfer Funds** - Transfer funds between your qualifying Dime Accounts on either a one-time or a recurring basis (subject to the legal restrictions described under the section titled "Limitations on Frequency of Transfers and Dollar Amounts"). Where a transfer is made from a Deposit Account, the Deposit Account must be a Statement Account.

**Electronic Bill Payment ("EBP")** - The EBP Service allows you to pay bills out of a designated checking account on a one-time or periodic basis to a merchant, institution, individual or other payee that you designate, subject to the limitations described below. Any payments you wish to make using the EBP Service must be payable in U.S. dollars to a payee in the continental United States.

**Electronic Statements ("eStatements")** - Choose to have the ability to review your periodic statement information electronically.

**Stop Payments** - Stop Payment on a check drawn on your Checking or Money Market Account provided that we have not already paid the check.

**New Online Services** - Dime may, from time to time, introduce new Online Services and notify you of the existence of these new Online Services as they become available. New Online Services will be made available to you generally, at your election, upon your specific acknowledgment that the terms contained herein shall apply to those Online Services and further subject to your agreement to be bound by any new conditions required by Dime with respect to such new Online Services.

**Certain Account Transfer Restrictions** - The transfers of funds from your Accounts are subject to the restrictions contained in the applicable Account Disclosure Statement. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Bill Payment Limits** - You may not schedule a single EBP for greater than \$10,000 per item, nor exceed a maximum EBP total of \$25,000 per Business Day.

**"Send On" Date vs. "Deliver By" Date** - When scheduling an EBP, note the difference between the "SEND ON" date and the "DELIVER BY" date. The

"SEND ON" date is the date we will attempt to deduct the payment amount from your EBP Account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an e-mail notifying you. If the second attempted deduction is not successful (generally within 3 Business Days), the transaction will be cancelled, and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the Payee, however the "DELIVER BY" date will be at least one business day later. If you receive an e-mail because the first attempted deduction was not successful, you should access Online Banking – Bill Pay to determine the date of the second deduction attempt.

If you schedule an EBP, there must be adequate funds in your account on the "SEND ON" date when we attempt the deduction. This can occur anytime between 12:01 AM and 4:00 PM ET on the "SEND ON" date.

The "DELIVER BY" date is the date that you can expect the Payee to receive your payment. The "DELIVER BY" date for your payment should be no later than the due date the Payee has indicated for the payment.

If the date you schedule an EBP to be initiated falls on a non-Business Day (Saturdays, Sundays, and Bank Holidays), funds must be available in your EBP Account the following Business Day, which is the date on which Dime will attempt the EBP.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly frequencies. When you create a new payee in the EBP Services, we will require sufficient time to set up the payee to receive payments and to verify information about your account with the payee. You should, therefore, schedule your first payment to the new payee at least ten (10) Business Days before the payment due date.

For all subsequent payments, you agree to allow at least seven (7) to ten (10) Business Days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). You will be fully responsible for all late fees, finance charges or other action taken by the payee. If your payment is made to the payee by electronic means, it will take up to seven (7) or more Business Days for the payment to reach the payee and be processed by the payee. If your payment is made to the payee by check, it will take up to ten (10) or more Business Days for the payment to reach the payee and be processed by the payee. If you schedule your payment in accordance with the foregoing timing requirements and follow all instructions provided, but the payment is not received by the payee in a timely manner, we will work with the payee on your behalf to attempt to have any late fees or charges reversed.

We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur due to (i) insufficient funds in your EBP Account on the processing date, (ii) delays in mail delivery, (iii) changes to the payee's address or account number, unless you have advised us of the change sufficiently in advance, (iv) the failure of any payee to correctly account for or credit the payment in a timely manner, or (v) any other circumstances beyond our control.

If you schedule a payment or transfer on or before 3:00 p.m. ET on a Business Day, the payment will be considered to have been received by us on that day. Otherwise, the payment will be considered to have been received by us on the following Business Day. For all entries made using the EBP Services, the time recorded by the Online Banking Services will be considered the time of the transaction.

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

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

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods.
2. The payment was not made to a prohibited Payee (see below) or the following type of Payee:
  - a. Payments to payees located in the Armed Forces Postal Codes, such as AE & AP;
  - b. Payments to settle securities transactions;
  - c. Payments to payoff special or delayed financing for purchases; or

- d. Payments to credit counseling agencies that pay creditors on your behalf.
- 3. The information supplied by you is correct (Payee name and address, your name and account number as it appears on the Payee's records).
- 4. You had sufficient funds in your EBP Account during our first deduction attempt on the "SEND ON" date.

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

**Prohibited Payees** - We reserve the right to restrict the types of payees to whom payments may be made using EBP Services from time to time. We will not process payments on your behalf to Payees meeting any of the following criteria:

- Designated by the Office of Foreign Asset Control (OFAC) as being a prohibited Payee;
- Having an address outside of the United States (except for Army or Fleet Post Office addresses),
- Court-ordered payments such as alimony, child support, speeding tickets, etc.;
- Tax entities; or
- Collection agencies.

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

**Cancelling Bill Payments** - We may cancel an EBP if we have reasonable belief that the payment is fraudulent. If we cancel an EBP, we will attempt to contact you to inform you of this action.

You may cancel an outstanding EBP at anytime through the Dime Online Banking Service. Bill payments are considered outstanding until the "SEND ON" date.

You can cancel a preauthorized EBP transaction by verbal or written notice no later than three (3) Business Days before the "SEND ON" date of the transaction by contacting Customer Service at the Dime Business Address or Dime Telephone Number. If you call, we may also require you to put your request in writing and provide it to us within fourteen (14) calendar days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. If you cancel an EBP transaction no later than three (3) Business Days before the "SEND ON" date in the manner described above and we do not stop the EBP transaction, we will be liable for your direct losses or damages.

**Internet Mail Notifications** - It is important to keep a current Internet e-mail address on file with us, as we use this to communicate important security events about your Account to you such as:

- Internet e-mail address changes (sent to old and new addresses)
- Adding New Payees

By furnishing us with the names of your Payees and their addresses, you authorize us to follow the payment instructions to these Payees that you provide us via EBP Notification. You may have an unlimited number of Payees on the EBP Service.

By applying for EBP, you authorize Dime and its agents to follow the payment instructions you have provided to Dime in all applicable EBP Notices. Using an approved form of EBP Notice, you agree to provide Dime with the names, addresses, phone numbers and account number (and other information we may reasonably request) of those persons or entities to whom you wish to make an EBP.

When you initiate an EBP, you authorize Dime to charge your EBP Account on the Business Day selected by you and to remit funds to the Payee on your behalf electronically, provided electronic payment is permitted and accepted by the Payee. If the Payee does not permit and accept electronic payment, then those funds will be remitted to the Payee through the use of a paper check issued by Dime or its agent and payable to the Payee. Such

paper check will state that it represents a payment from you and indicate the account number of your account with the Payee.

**eStatement Service** - The eStatement Service allows you to review your periodic statement account information electronically. Eligible accounts include all statement type checking, savings, and money market accounts, CDs, and home equity lines of credit. eStatement Service is not available to passbook type accounts or tenant lease security accounts. Electronic statements contain the same information as paper statements. Your browser must support 128-bit encryption. We will send an e-mail to the address on file when eStatements are available asking you to access eStatements through our secure Online Banking website. You may download and print copies of your statements. You also agree that any legal notices or disclosures that normally accompany your mailed statement concerning your account may be delivered to you electronically. It is your responsibility to notify us if you change your e-mail address. Unless otherwise prohibited by law, rule, or regulation, if the e-mail to you is returned as undeliverable, we may discontinue sending e-mail messages, discontinue future electronic statements, and switch your account to paper statements sent by U.S. Postal Service until you provide us with a valid e-mail address. We also reserve the right to communicate with you in writing using the U.S. Postal Service, no matter what other options you have chosen. For accounts that are in default or subject to an automatic stay in bankruptcy, we may, at our sole option elect to discontinue delivering online statements. We may terminate delivery of online statements to you without notice. You must register within Online Banking in order to access eStatements. It is your duty to promptly examine your statement when it is made available to you. You must notify Dime within fourteen (14) calendar days, in writing, after the date the statement became available, of any discrepancies. The timeframe for this notification requirement is extended to sixty (60) days if the discrepancy involves an ATM or electronic funds transfer transaction. If you do not provide Dime with such written notification, the statement will be deemed correct and binding on you and Dime will be released of all liability to you.

**Stop Payments** - The stop payment service permits you to use your Internet-enabled device to send a request to us not to pay an unpaid check you have drawn against your Account.

When you instruct us to place a stop payment order on an unpaid check drawn against your Account, you must provide us with the Account number upon which the check is drawn, and the payee, date and number of the check you do not want us to pay. If we pay a check on which you have placed a stop payment, we will not be responsible for non-payment of other checks due to insufficient funds unless we failed to act in good faith or failed to exercise ordinary care.

When you instruct us to place a stop payment on a check you have written, you also authorize us to withdraw from your Account a fee in accordance with our current schedule of service charges.

Stop payment requests received by us on or before 3:00 p.m. ET on a Business Day will be processed on the same Business Day. Stop payment requests received by us after 3:00 p.m. ET on a Business Day or at any time on a non-Business Day will be processed on the following Business Day.

Your stop payment request will not be effective until we have processed your request and placed a stop payment order on your Account. You can determine the status of your stop payment request via the Online Banking Services. Until the stop payment order is placed by us, the status of your request will be reported as "pending" or "in process." Once the stop payment order is placed by us, the status will be reported as "approved." If we cannot place the stop payment order (for example, because the check has already been paid or because your request does not contain complete information), the status will be reported as "denied." If your request is denied, we will send you a notice either by e-mail or by regular postal mail stating the reason or reasons why we denied your request.

A stop payment order will expire in six (6) months from the date that the stop payment order was placed unless the stop payment order is renewed by you either in writing or through the stop payment service of the Online Banking Services.

You agree that the burden of establishing the fact and the amount of any actual damages resulting from Dime's payment of the check that you have ordered us to stop payment while the stop payment order is effective rests solely with you, and Dime will succeed to all of your rights against third parties to the extent of any payment made by Dime.

Moreover, in consideration of Dime acting upon your stop payment instructions, you agree to indemnify and hold Dime, Dime Community Bancshares, Inc. and any of their respective affiliates, officers, directors, employees, consultants, representatives, advisors and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, in connection with or

arising out of us acting upon said stop payment instructions pursuant to this Agreement. Dime shall not be liable for any losses incurred by you as a result of our refusal to accept any such stop payment instructions or its failure to execute such stop payment instructions due to any reason set forth in this Agreement.

**Authority to Execute Transactions by One Person** - All payments made through the EBP Services, transfers of funds between Accounts, stop payment requests, and any other monetary transactions that may be offered by Dime as part of the Online Services are executed by Dime based on the instructions of a single person. Thus, for security purposes, you should be sure you only give authority to execute these transactions or provide related instructions to the person or persons whom you want to have the authority to execute these transactions and provide these instructions. If you want two or more persons to execute any these transactions or provide instructions jointly, then you must instruct Dime not to permit any such transactions as part of the Online Banking Services.

**Electronic Mail (E-Mail)** - You agree to immediately notify Dime of any changes in your e-mail address. If you send us an electronic mail message, the message will be deemed to have been received by us on the following Business Day. We will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with us immediately (for example, if you need to report an unauthorized transaction from one of your Accounts or if you need to stop a payment that is scheduled to occur).

You agree that we may respond to you by electronic mail with regard to any matter related to the Online Services, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by us shall be considered received within three (3) Business Days of the date sent by us, regardless of whether or not you sign on to the Online Services within that time frame.

We request that you do not send us or ask for sensitive or confidential information such as your Account number, Password or Account information via any general or public e-mail system as such transmissions are not secure.

**Telephone Charges** - You agree to be responsible for any telephone charges that you incur by accessing your Account(s) through the Dime Online Banking Service.

**Cancellation of Online Services** - If you wish to cancel any of the Online Services you are utilizing through Dime Online Banking, you must contact Dime Online Banking Customer Support at the Dime Telephone Number or send us cancellation instructions in writing to the Dime Address. The Dime Online Banking Service may be utilized by a single person. Additionally, joint access to Accounts requires that all persons having access to such Accounts ("Joint Accountholders") jointly sign on the checking or other Accounts linked to the Online Services. Joint Accountholders must share the same Payee list, and are subject to the joint tenancy rules contained in the Account Disclosure Statement for the particular Account. Accounts that require two or more signatures are not eligible to be linked to Dime EBP Services.

Your Online Services may be canceled at any time by Dime without prior notice to you due to insufficient funds in one of your Accounts. After cancellation, Online Services may be reinstated, once sufficient funds are available in your Accounts to cover any fees and other pending transfers or debits. In order to reinstate your Online Services, you must call Dime Online Banking Customer Support at the Dime Telephone Number. Additionally, if you do not schedule or process an EBP transaction in your Dime EBP Account via Dime Online Banking for any three-month period, Dime reserves the right to disconnect your EBP Service. Please note that it is possible your EBP Information will be lost if you are disconnected. If you do not access your Bank Account(s) via Dime Online Banking for any three-month period, we reserve the right to disconnect your Online Service.

**Requirements** - To access your Account(s) through Dime Online Banking, you must have an Eligible Account and an online Password. In addition, you must have the required software.

**Hours of Accessibility** - You can access your Account(s) through Dime Online Banking 7 days a week, 24 hours a day. However, at certain times, some or all of the Dime Online Banking Service may not be available due to system maintenance. During these times, you may use Dime's telephone banking facility or an ATM or a Branch to conduct your transactions. If a request to transfer funds through the Dime Online Banking Service is completed before 3:00 PM ET on a Business Day, the transfer will be posted to your Account on the next Business Day. If a request to transfer funds is completed after 3:00 PM ET on a Business Day or anytime on a Saturday, Sunday or Bank Holiday, the transfer will post to your Account two Business Days later.

## Security and Use of Your Security Password

1. You can change your Password at any time. For your protection, you should memorize your Password and not keep any notation of your Password on or with your computer. Your EBP Account is for your personal use only. The Password assures that only you can access your EBP Account.
2. YOU AGREE NOT TO ALLOW ANOTHER PERSON TO USE YOUR PASSWORD AND NOT TO GIVE YOUR ACCOUNT NUMBER (S) OR PASSWORD TO ANYONE. If you do, you will be responsible for any money withdrawn or transferred from your Account(s) when such person uses your Password.
3. You agree that if your Password is lost, misplaced, or stolen, or if you believe that someone has transferred or may transfer money from your Account(s) without your permission, you will notify Dime at once by calling Dime at the Dime Telephone Number immediately and, within ten (10) Business Days, you will send written notification to Dime at the Dime Business Address.
4. For your protection, we recommend that you change your online Password regularly.
5. Your role is extremely important in the prevention of any wrongful use of your Account(s). You must promptly examine your statement upon receipt. If you find that your records and ours differ, you must immediately call Dime Online Banking Customer Support at the Dime Contact Information telephone number.
6. In addition to protecting your Password and Account information, you should take precautions to secure your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your Account(s) may allow unauthorized access to your Account(s). It is your responsibility to protect personal information with the same level of care that you protect your Password and Account information.
7. Do not leave your computer unattended while you are in the Dime Website.
8. Do not leave Account information within view of others.
9. Do not send privileged Account information (Account number, password, etc.) in any public or general e-mail system.

**If Your Statement Shows Transfers or Transactions That You Did Not Make** - If your statement shows transfers or transactions that you did not make, notify us immediately by telephoning 1-800-321-3463 during the hours (except on Bank Holidays) indicated on the Contact Us page on dime.com, or by writing to us at: Dime Direct P.O. Box 546 Brooklyn, NY 11211

**Hours of Operation** - The Online Banking Services are generally available 24 hours a day, seven days a week, except during special periods when we upgrade or maintain our systems.

**If your Password Has Been Lost or Stolen** - If your Password has been lost or stolen, telephone us immediately at 1-800-321-3463 (except on Bank Holidays) during the hours indicated on the Contact Us page on dime.com. Telephoning us is the best way of minimizing your losses. If you believe your Password has been lost or stolen, you should change your Password immediately through the Online Banking Services.

**Errors and Questions** - In case of errors or questions regarding an Online Banking or EBP transaction, telephone us at 1-800-321-3463 or write us at: Dime Direct P. O. Box 546 Brooklyn, NY 11211

We will need:

- (a) Your name and Account number (if any).
- (b) A description of the error or the transfer or the transaction in question and an explanation concerning why you believe it is an error or need more information.
- (c) The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, we may require that you send us the complaint or question in writing. If we determine that no error occurred, we will send you a written explanation. You may request copies of the documents that were used in the investigation.



You agree that we may respond to you by electronic mail with regard to any claim of an unauthorized electronic fund transfer related to the Online Banking Services. Any such electronic mail sent to you by us shall be considered received by you within three (3) Business Days of the date sent by us, regardless of whether or not you sign on to the Online Banking Services within that time frame.

**Dime Liability for Failure to Make Online Banking Transactions** - If we do not complete an Online Banking transaction on time or in the correct amount according to any agreement with you, we will be liable for your actual and proven losses or damages caused by such failure but not for any special or consequential damages, unless required by applicable law. However, there are some exceptions. We will not be liable, for instance:

1. if, through no fault of Dime's, you do not have enough available funds in your Account or available credit in your Credit Line to make the transfer or such transfer would exceed any established credit limit;
2. if the EBP Payment Transmit Date is not at least seven (7) to (10) Business Days prior to the earlier of the date you want or expect the Payee to receive the payment or the due date of such payment;
3. if the Payee has a mailing address outside the U.S. or if the EBP is to pay any taxes or to make any court-ordered or court-directed payments;
4. if your computer malfunctions;
5. if the Web Browser or the processing center of Dime or its agent that is used for Online Banking is not working properly and you knew or were advised by Dime or its agent about this when you made the Online Banking transactions;
6. if circumstances beyond our control (such as fire, flood, computer failure, interference from an outside force, or improper transmission or handling of payments by a third party) prevent the Online Banking transaction from being properly made or completed despite reasonable precautions taken by us;
7. if your Password or Online Banking Account Number has been reported lost or stolen or we have reason to believe that the Online Banking transaction is unauthorized;
8. if your Online Banking Account or Online Banking privileges have been suspended;
9. if there may be other exceptions stated in the Account and Credit Line agreements between you and Dime;
10. if the transaction would create an overdraft in your Account;
11. if there is a dispute about the Account, or Dime has been ordered to pay to, or hold for, someone else the money in your Account;
12. if the funds in your Account are subject to legal process or other encumbrances restricting such transfers;
13. if a legal order directs us to prohibit withdrawals from the Account;
14. if your Account is closed or if it has been frozen;
15. if the transfer or bill payment would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts;
16. if you, or anyone you allow, commits any fraud or violates any law or regulation;
17. if any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly and you knew about the breakdown when you started the transfer;
18. if you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment; or
19. if you have not properly followed the instructions for using Dime Online Banking.

**Limitations on Frequency of Transfers and Dollar Amounts** - You may use Online Banking and EBP as often as you want. Any Online Banking transfer made from an Eligible Account must not exceed your Available Balance in the Account on the day the transfer is made. You may not schedule a single EBP transaction or daily total of EBP transactions for more than the amounts indicated in this Agreement under **Bill Payment Limits**. There are limits imposed by law on the number of transactions you can make from certain accounts. By law, you can make no more than six (6) preauthorized withdrawals or automatic transfers (including telephone, savings overdraft protection, or data transmission) from your regular savings or money market savings account during each statement period. (Federal regulations require that if you continually violate these limits, we may be obligated to close your account.) Transfers made via the Dime Online Banking Service will be subject to these restrictions.

**Additional Information** - If you require any additional information regarding Dime's Online Services or if you have other questions about your electronic transfers, telephone us at 1-800-321-3463 (except on Bank Holidays) during the hours indicated on the Contact Us page on dime.com.

**Your Right to Receive Documentation of Transfers** - You will continue to receive a statement in the mail for each Statement Account. This statement will reflect all your transactions, including your Online Banking transactions, relating to such Accounts. If you have requested EBP, then the monthly statement for your EBP Account will also reflect your Electronic Bill Payments as an electronic transfer.

**Reimbursement of Certain Legal Fees** - If Dime initiates any legal action (including arbitration) to collect money owed to Dime under this Agreement, including any counterclaim, you agree to pay all costs incurred by Dime for such action, including any reasonable attorneys' fees.

**Recording of Phone Calls and E-mails** - By entering into this Agreement, you authorize Dime and its agents to monitor, record, copy, and retain any phone call made to or e-mail sent to Dime or its agent concerning the Dime Online Banking Service or the Web Browser.

**Other Rules** - Online Banking transactions will also be subject to Dime' various Account agreements and Account Disclosure Statements.

**Amendments** - Dime may, from time to time at any time, change this Agreement by sending you an e-mail notice, mailing a notice, posting notice of such change in Dime Branch where you maintain your Account(s) or otherwise posting such notice or revised Agreement through the Dime Website. However, if the change results in (i) increased or new fees or charges, (ii) increased liability for you, (iii) fewer types of available Online Services, or (iv) stricter limitations on the frequency or dollar amounts of transfers, then at least thirty (30) days before the effective date of the change, Dime will either electronically send to you an e-mail notice or mail to you a written notice. By entering into this Agreement you consent to receiving all applicable notices via electronic means or by posting as described herein.

**Assignment** - Dime may assign this Agreement to its parent corporation or to any now-existing or future direct or indirect subsidiary of its parent corporation. Dime also may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**Entire Agreement** - This Agreement, and any changes to it by Dime, constitutes the entire understanding between Dime and you with respect to the subject matter of this Agreement.

**Waiver** - Dime shall not be deemed to have lost any of its rights because they have not been exercised.

**Invalidity of any Provision** - If any provision stated in this Agreement or in any applicable Account agreement is held to be unenforceable, the remaining provisions shall remain in effect.

**Arbitration** - Disputes between you and Dime under this Agreement and that relate to any of your Accounts are subject to arbitration.

**Virus Protection** - Dime is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your Internet-enabled device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and hardware.

**Other Agreements** - In addition to this Agreement, you and Dime agree to be bound by and comply with the requirements of the agreements applicable to each of your Eligible Accounts. Your use of the Online Banking Services or the EBP Services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your Accounts with us.

**Inactivity and Termination** - You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the deposit or loan Accounts that you access using the Online Banking Services. We can terminate your Online Banking Services (including the EBP Services) under this Agreement without notice to you if you do not comply with the agreements governing your deposit or loan Accounts or if your Accounts are not maintained in good standing.

We may convert your Account to inactive status if you do not sign on to the Online Banking Services or have any transaction scheduled through the Online Banking Services during any consecutive 90-day period. If your Account is considered inactive, you must contact us to have the Online Banking Services activated before you will be able to schedule any transaction through the Online Banking Services.

To cancel the Online Banking Services and/or EBP Services, you must notify us and provide your name, address, whether you are discontinuing the Online Banking Services, EBP Services or both, and the effective date to stop the service. When the EBP Services are terminated, any pre-scheduled future bill payments made through the Online Banking Services will also be terminated. You may notify us by one of the following methods:

(a) By sending e-mail to us at: [dimedirect@dime.com](mailto:dimedirect@dime.com).

(b) By telephoning us at 1-800-321-3463 (except on Bank Holidays) during the hours indicated on the Contact Us page on dime.com.

(c) By writing a letter and sending it to the following address: Dime Direct P.O. Box 546 Brooklyn, NY 11211

**Governing Law** - This Agreement is governed by the laws of the State of New York and applicable federal law.

**Dime Contact Information**

Dime Community Bank

Dime Direct

P.O. Box 546

Brooklyn, NY 11211-9845

Telephone Number: (800) 321-3463

Website: [www.dime.com](http://www.dime.com)

E-mail Address: [dimedirect@dime.com](mailto:dimedirect@dime.com)