



# 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* mean The 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 EligibleAccounts, 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.
- *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.

**Positive Pay** - The Positive Pay service matches clearing checks against a listing of issued checks. Each day, Dime matches each check being processed and presented for payment against a list of checks you have issued. If exceptions are found, the item is added to your Positive Pay exception report, and made available to you online each day to decision accordingly. A check will be flagged for your attention for the following reasons:

1. If it has been voided.
2. If it has already been paid.
3. If it has not been issued.
4. If the amount is mismatched.

**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.

**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-DIME (3463) during the hours (except on Bank Holidays) indicated on the Contact Us page on dime.com, or by writing to us at: DimeDirect, P.O. Box 25226, Brooklyn, NY 11202.

**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-DIME (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-DIME (3463) or write us at: DimeDirect, P. O. Box 25226, Brooklyn, NY 11202.

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. 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-DIME (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-DIME (3463) (except on Bank Holidays) during the hours indicated on the Contact Us page on [dime.com](http://dime.com).
- (c) By writing a letter and sending it to the following address: DimeDirect P.O. Box 25226 Brooklyn, NY 11202

**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  
DimeDirect  
P.O. Box 25226  
Brooklyn, NY 11202  
Telephone Number: (800) 321-DIME (3463)  
Website: [www.dime.com](http://www.dime.com)  
E-mail Address: [DimeDirect@dime.com](mailto:DimeDirect@dime.com)

## **Business Mobile Banking Enrollment Terms & Conditions**

### **END USER TERMS**

Dime Business Mobile Banking is provided to you by Dime Community Bank ("Dime") and powered by Fiserv (the "Licensor"), a Third Party mobile technology solution. This document (the "Agreement") contains terms and conditions governing Dime Business Mobile Banking ("Business Mobile") services. Section A of these End User Terms is a legal agreement between you and Dime. Section B of these End User Terms is a legal agreement between you and the Licensor.

### **SECTION A**

#### **Dime Community Bank Terms and Conditions**

Thank you for using Dime Business Mobile. In case of questions, please contact customer service at 1-800-321-DIME (3463).

#### **Terms and Conditions**

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Dime. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by Dime and not by any other third party.

**This Agreement is an Addendum to Dime's Online Banking Agreement for Business Account Customers ("Business Online Banking Agreement"). Please note: all rules governing Dime's Online Banking service also apply to Business Mobile.**

#### **Other Deposit and Credit Agreements with Dime**

The terms and conditions in this Agreement are in addition to any deposit Account, credit Account or other agreement you may have with Dime relating to your Accounts, including any disclosures made pursuant to such agreements. Such agreements are incorporated by reference into this Agreement. In the event of any conflict between this Agreement and your other agreements with Dime, this Agreement shall govern with respect to the use of Business Mobile.

#### **Mobile Banking Features**

There are no fees or charges to use Business Mobile, but the Bank's standard Account fees will apply and data and messaging rates may apply from your wireless provider. These following services are accessible:

- **Obtain balances and transaction information**
- **View Account history**
- **Transfer funds between your linked Dime Accounts**
- **Approve ACH and wire transactions**
- **Pay bills**
- **Make remote deposits to your Dime Accounts**

#### **Definitions**

The following terms, as used in this Agreement, will have the same meaning as set forth in the Business Online Banking Agreement:

"You", "your", and "yours" 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;

"We", "us", "our", "Bank" or "Dime" refers to Dime Community Bank and its various branches;

"Account" means a bank account, including a Credit Account or Deposit Account, which you have or may have designated for use in or access to the Services and which is an Eligible Account. The term "Account" does not include any such account established for personal, family or household purposes.

"Agreement" refers to this document containing the terms and conditions of the Business Mobile services, together with any amendments made from time to time.

"Business Day" means any day other than a Saturday, Sunday or Bank Holiday.

"Business Mobile", "Mobile Banking" and "Service" refer to our electronic banking and information service which permits you through the use of a Cellular Phone, tablet or similar device, and an internet service provider, to access designated deposit and credit accounts through the Internet using either a browser or other software.

#### **Eligibility and Terms and Conditions**

To be eligible for this Service, you must have an Account in good standing at Dime and be enrolled in the Dime Business Online Banking. Your use of any of the services means that you have agreed to the terms and conditions stated in this Agreement and the instructions we will give to you. This Agreement contains the terms that govern your use of the Service. You may use the Service to access your Accounts using a mobile device. By using this Service, you are agreeing to the terms of this Agreement which supplements the terms and agreements of your Account (s) and Business Online Banking Agreement (and all other agreements with Dime) to which you have previously agreed.

Business Mobile is offered as a convenient and supplemental gateway to Dime Business Online Banking services. It is not intended to replace access to Business Online Banking from your computer or other methods you use for managing your accounts and services with us. Business Mobile allows you to view your Dime account balances, account history, pay bills, approve ACH and wires, transfer funds between Dime accounts, and make remote deposits to your Dime accounts.

#### **Use of Business Mobile**

We may modify, suspend, or terminate your access to Business Mobile, or any of its services at any time, without notice or refund of previously incurred fees, subject to applicable law. We may modify this Service from time to time in our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to properly use Business Mobile as modified. You also accept responsibility for making sure that you know how to properly use your mobile device and we will not be liable to you for any losses caused by your failure to properly use the services or your mobile device.

#### **Periodic Statements**

You will continue to receive periodic statements for your Accounts. Any transfers or bill payments you authorized to be made using Business Mobile will be included in these statements, along with your other Account activity. You agree to review your Account disclosures carefully, as they may include transaction limitations and fees that may apply to your use of Business Mobile.

#### **Business Mobile Requirements and Limitations**

You are responsible for any service charges from mobile carriers as a result of using this Service. This Service may not be accessible or may have limited service over some network carriers. This Service may also not be supported by all mobile devices. Dime cannot guarantee, and is not responsible for, the availability of data services provided by your mobile carrier, such as data outages or "out of network" issues.

As provided in your Deposit Account disclosure, as well as the Business Online Banking Agreement, the transfer of funds from a savings or money market Account is limited by federal law to a maximum of six transfers per monthly statement cycle (whether initiated on your computer or by means of mobile banking, telephone, wire or pre-authorized transfers). Federal regulations require that if you continually violate these limits, we may be obligated to close your Account. We will notify you before taking any action against your Account.

As provided in the Business Online Banking Agreement, transfers of funds and bill payment transactions are subject to the specific limitations (See sections on "Types of Transfers and Online Services Available", "Bill Payment Limits", and "Send on' Date vs. 'Deliver By' Date).

#### **Other Business Mobile Agreements**

You agree that, when you use Business Mobile, you remain subject to the terms and conditions set forth in your existing agreements with any unaffiliated service providers, including, but not limited to your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of Business Mobile (such as data usage or text messaging charges imposed on you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services and you also agree to resolve any issues or problems with your provider directly with the provider without involving us.

#### **Equipment and Software Requirements**

We do not guarantee functionality of the Business Mobile services on all wireless communication devices. The mobile application is available for

many smartphones and tablets including: iPhone®, iPad®, and Android® devices. When using Business Mobile, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any inconvenience or losses you may experience as a result. If Business Mobile has qualification requirements, we reserve the right to change the qualifications at any time without prior notice. We recommend that you properly secure your software and equipment. We are not responsible for any errors or failures from any malfunction of your equipment and software, and we are not responsible for any breaches to your own security, virus, or related problems, whether or not they may be associated with the use of Business Mobile.

**Disclaimer of Warranties; Limitation of Liability.**

The Disclaimer of Warranties and Limitation of Liability set forth in the Business Online Banking Agreement apply to this Agreement.

**WE DISCLAIM ALL WARRANTIES REGARDING YOUR EQUIPMENT AND YOUR SOFTWARE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.**

**User Security**

You agree to take every precaution to ensure the safety, security, and integrity of your Account(s) and transactions when using Business Mobile. You agree not to leave your mobile device unattended while logged into Business Mobile and to log off immediately at the completion of each access by you. You agree not to provide your username, password, or other access information to any unauthorized person. If you allow access to Business Mobile to an unauthorized user, you will be responsible for any transactions they authorize and we will not be liable for any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to your Account(s). We are not obligated to verify that the person using Business Mobile has been duly authorized by you to access Business Mobile using your username and password.

YOU are responsible for keeping personal information in your mobile device secure. For your protection, you agree to contact Dime at 800 321-DIME (3463) if your mobile device is lost or stolen.

**Termination**

Dime reserves the right to modify or terminate this Service, in whole or in part, at any time with or without cause and without prior written notice as allowed by law. We also reserve the right to suspend Business Mobile either temporarily or permanently in situations where it is deemed appropriate in our sole and absolute discretion. Termination of this Service does not affect your obligations under this Agreement in respect to occurrences before termination.

You may terminate your use of Business Mobile by either deleting the mobile app from your device and/or removing your mobile entitlement from the Administration tab within Business Online Banking.

**REMOTE DEPOSIT SERVICE ("RDS")**

This section contains the terms and conditions for the use of Dime's business Remote Deposit Services ("RDS") that Dime may provide to you (subject to Bank approval). Other agreements you have entered into with Dime, including the Account Terms and Conditions (Guide to Business Banking) and Business Online Banking Agreement, as applicable to your Dime Account(s), are incorporated by reference herein.

**1. RDS Service**

RDS is designated to allow you to make deposits to your business checking, statement savings, or statement money market Accounts from your business location or other remote locations by scanning checks using your mobile device and delivering the images and associated deposit information to Dime or Dime's designated processor.

**2. Acceptance of These Terms**

Your use of RDS constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message.

Further, Dime reserves the right, in its sole discretion, to change, modify, add, or remove portions from the RDS service. Your continued use of RSD will indicate your acceptance of any such changes to the service.

### 3. Eligible Items

In using RDS, you agree to scan and remotely deposit into a deposit Account checks ("Checks" or "Items"), as that term is defined in Article 4 of the New York Uniform Commercial Code ("UCC") that is not an Ineligible Item, as defined below Federal Reserve Board Regulation CC ("Reg CC"). You agree that you will not deposit, without our prior written consent, items prohibited by this Agreement, or in violation of applicable laws and/or regulations, or a "Substitute Check" as that term is defined by the Check Clearing for the 21st Century Act (also known as 'Check 21'), which are sometimes also referred to as an Image Replacement Documents ("IRD"), that purport to be a substitute check and has not been previously endorsed by a bank. If you deposit such an Ineligible Item, you agree to reimburse us for any losses, costs and expenses we may incur associated with warranty, or indemnity claims, including but not limited to, the duplicate payment of a Check.

You agree that using RDS to transmit an image of a check to Dime for deposit to your Account shall be deemed an "item" within the meaning of Articles 3 and 4 of the UCC and you warrant that:

- The item is eligible for deposit using RDS;
- The item is not a duplicate of an item previously deposited;
- You will not re-deposit or re-present the item;
- All information you provide to Dime in connection with the item is accurate and true;
- You are in compliance with this Agreement and with all applicable laws, rules and regulations;
- You are not aware of any factor which may impair the collectability of the item; and
- You will indemnify and hold harmless Dime from any loss resulting from any breach of this warranty provision.

You agree that you will not use RDS to electronically present to Dime for deposit any of the following "Ineligible Items":

- a) Any check or item payable to any person or entity other than you (i.e., a double endorsed check);
- b) Items that are issued by you or your affiliates drawn on your or your affiliates' accounts;
- c) Any check or item containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect is fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- d) Any check or item payable jointly, unless deposited into an Account in the name of all payees;
- e) Any check previously converted to a substitute check, as defined in Reg. CC;
- f) Any check drawn on a financial institution located outside the United States;
- g) Any check that is a 'remotely created check', as defined in Reg CC;
- h) Any check not payable in United States currency;
- i) Any check dated more than 6 months prior to the date of deposit;
- j) Any check or item prohibited by Dime's current procedures relating to RDS or which is not acceptable under the terms of your Dime Account;
- k) Any check payable on sight or payable through draft, as defined in Reg. CC;
- l) Any check not properly endorsed as specified herein; or

- m) Any check that has previously been submitted through RDS or through a remote deposit capture service offered at any other financial institution.

#### **4. Endorsements and Procedures**

You agree to sign and restrictively endorse "For Deposit Only" any item transmitted through RDS. You agree to follow any and all other procedures and instructions for use of RDS that Dime may establish from time to time.

You shall ensure that the images you transmit to us shall be of such quality that the following information can clearly be read:

- a) The Amount of the Item
- b) The Payee
- c) The Drawer's Signature
- d) The Date of the Item
- e) The Item Number
- f) The information identifying the drawer and the paying bank that is preprinted on the Check, including the complete MICRline
- g) Other information placed on the Item prior to the time an image of the Item is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item; and
- h) Such other information as may be reasonably required by Bank.

The legibility of the image of an item transmitted to us shall be determined in our sole discretion. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by Dime, the American National Standards Institute (ANSI), the Federal Reserve Board, and any other regulatory agency, clearinghouse or association.

#### **5. Receipt of Items**

We reserve the right to reject any item transmitted through RDS, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. By using RDS, you accept the risk that an item may be intercepted, altered, or misdirected during transmission. Dime bears no liability to you or to others for any such intercepted, altered, or misdirected items or information disclosed through such errors.

An image of an item shall be deemed received by Dime when you receive via e-mail on your Access Device or otherwise a confirmation from Dime that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to your Account. We further reserve the right to charge back to your Account at any time any item that we subsequently determine was not an eligible item. You agree that Dime is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Upon your receipt of a confirmation from Dime that we have received an image of an item, you agree to prominently and indelibly mark the item, "Electronically Presented" or "VOID" and to properly secure the item to ensure that it is not re-presented for payment. You agree never to re-present the item. You agree to retain the item for at least 60 calendar days from the day on which you receive or have access to your applicable Account statement and until any suspected error in processing the item is resolved. During that period, you agree to promptly provide the item, or a sufficient copy of the front and back of the item, to Dime as requested to aid in the clearing and collection process, to investigate suspected errors in your Account statement of which you notify Dime, to resolve claims by third parties with respect to the item, or for Dime's audit purposes. After such period, you agree to destroy the item in such a manner as will render it incapable of further transmission, deposit, or presentment.

#### **6. Availability of Funds**

Deposits made via RDS are subject to verification and are not available for immediate withdrawal. In general, if an image of an item you transmit

through RDS is received and accepted before 6:00pm Eastern Time on a Business Day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. Funds deposited using RDS will generally be made available in two Business Days from the day of deposit including on-us checks drawn on Dime.

## **7. Presentment**

The manner in which items are cleared, sent for collection and presented for payment shall be in Dime's sole discretion. The availability of funds deposited through RDS is subject to our Funds Availability Policy. Likewise, we shall select the clearing agents used to collect and present the items and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the actions or omissions of any clearing agent.

## **8. Deposit Limits**

The current maximum dollar limit for Business Mobile for check deposits made using RDS, is \$10,000 per Business Day. From time to time, we may establish or change limits on the dollar amount and/or number of items you may deposit using RDS during specified time periods. If you attempt to initiate a deposit using RDS in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, our acceptance of such deposit will be subject to the terms of this Agreement, and we will not be obligated to allow a deposit in excess of applicable limits at any other time.

## **9. Errors**

You agree to notify Dime of any suspected errors regarding items deposited through RDS immediately, and in no event later than 14 days after the applicable Account statement is received or made available to you. Unless you notify Dime within 14 days, such statement regarding all deposits made through RDS shall be deemed correct, and you will be precluded from bringing a claim against Dime for any alleged error or omission in such statement. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer or third party claims, including by providing, upon request and without reimbursement, any originals or copies of any items deposited through RDS in your possession and your records relating to such items and transmissions.

If you need assistance with RDS, or need to notify us of an error or suspected error in your statement, or if you need to communicate with Dime for other reasons, please contact us by:

- a) Calling DimeDirect at (800) 321-DIME (3463). You agree that we may monitor the conversations our employees have with you for quality of service and accuracy of information provided to you; or
- b) Writing to us at: Dime Community Bank, P.O. Box 25676, Brooklyn, NY 11202.

## **10. Errors in Transmission**

By using RDS, you accept the risk that an item may be intercepted or misdirected during transmission. Dime bears no liability to you or others for any such intercepted or misdirected items or information disclosure through such errors.

## **11. Image Quality**

The image of an item transmitted to Dime using RDS must be legible, as determined in the sole discretion of Dime. Without limited the foregoing, the image quality of the items must comply with the requirements established by Dime, ANSI, the Board of Governors of the Federal Reserve System, or any other regulatory agency, clearinghouse or association.

## **12. Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmission, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through RDS in your possession and your records relating to such items and transmission.

### 13. Compliance with RDS Procedures

You agree to comply with all existing and future-operating procedures used by Dime for processing of transactions and/or rendering of these services. You further agree to comply with and be bound by all applicable state or federal law, rules and regulations affecting the use of checks, drafts and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA), and any other clearinghouse or other organization in which Dime is a member or to which rules Dime has agreed to be bound and/or Dime is required to follow. These laws, procedures, rules, regulations, and definitions (collectively the "Rules") shall be incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control the interpretation of this Agreement.

### 14. Enforceability

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. This Agreement is governed and construed in accordance with the laws of the State of New York.

### 15. Duties and Responsibilities

Dime's duties and responsibilities under this Agreement are limited to those expressly described in this Agreement and/or as may be required by applicable law and/or regulation. We shall not be responsible for suspension of performance of all our obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith should be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOUR USE OF RDS AND ALL RELATED INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

#### LIMITATION OF LIABILITY:

- a) TO THE FULLEST EXTENT ALLOWED BY LAW AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS AGREEMENT, DIME'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM ITS FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. IN NO EVENT SHALL DIME'S LIABILITY TO YOU EXCEED THE FEES PAID BY YOU IMMEDIATELY PRECEDING THE EVENT FROM WHICH SUCH LIABILITY AROSE FOR THE SERVICES PERFORMED WHICH GAVE RISE TO THE CLAIM.
- b) YOU AGREE THAT IN NO EVENT SHALL DIME OR DIME'S SERVICE PROVIDERS BE RESPONSIBLE OR LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF THE USE BY CUSTOMER OF ANY SERVICE OR THE FAILURE OF DIME OR ITS SERVICE PROVIDERS TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF DIME OR DIME'S SERVICE PROVIDERS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

The person accepting this Agreement has the power to execute this Agreement on your behalf and is authorized to carry out its obligations under



this Agreement and upon execution and delivery of this Agreement by you, this Agreement shall be your legal, valid, and binding obligation, enforceable against you in accordance with the terms hereof, and will not violate any law, or conflict with any other agreement to which you are subject.

In addition to any other indemnification obligations you may have as provided elsewhere in this Agreement, you will be liable for, hold harmless, and will indemnify Dime, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorney's fees) arising from or related in any way to (i) any services performed in connection with this Agreement, (ii) Dime's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by us to be your authorized representative or authorized user, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, (iv) your breach of or failure to comply with applicable laws, regulations, Rules, (v) your failure to report required changes, or transmission of incorrect data to us and/or (vi) claims of any sort by third parties or others arising out of this Agreement.

**Links to:**

To view the following disclosures, simply visit these URLs on your web browser:

- Dime Online [Banking Agreement for Business Account Customers](#)

- [Dime Guide to Business Banking](#)

**SECTION B**

**END USER AGREEMENT TERMS FOR THE DOWNLOADABLE APP**

**(To be Agreed to by End User Prior to Use of the Downloadable App)**

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates, or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software"). Such Software is considered copyrighted material and constitutes trade secrets and represents significant economic and commercial value to the Licensor. Customer shall take all reasonable steps to safeguard the Software to ensure no unauthorized disclosure is made.

2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive, non-assignable, non-transferable license to use the Software in accordance with the terms of the Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to any trademark, logo, or copyright.

4. Disclaimer Warranty. THIS SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OF ANY OF THE OTHER

PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. This Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts in California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.