

# GUIDE TO PERSONAL BANKING



**DIME**  
*Since 1864*

## WE WELCOME YOU

The management and staff of Dime Community Bank thank you for establishing your banking relationship with us.

This booklet and our additional account disclosures serve as informational guides outlining the terms and conditions of your Dime accounts. These documents describe the rules and regulations governing those accounts, and also acquaint you with many of the Bank's other financial services.

We offer a variety of special products and programs to assist our customers in meeting their financial goals. By familiarizing yourself with the information provided in these documents, you will be able to take full advantage of the many opportunities available at Dime. You will find additional materials at our branch locations, on our website **dime.com** or you may request more through DimeDirect at **800.321.3463**.

We remain committed to our tradition of being a good neighbor and community leader through friendly, thoughtful and efficient service and through participation in community affairs. Please contact us whenever you have a question or concern — we welcome you and the opportunity to assist you.

A handwritten signature in black ink that reads "Kenneth J. Mahon". The signature is written in a cursive style with a large, stylized initial 'K'.

Kenneth J. Mahon  
President & Chief Executive Officer

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Throughout this booklet, the terms "we," "us," "our," "Dime," and "Bank" refer to Dime Community Bank. The terms "you" and "your" refer to each person who or entity that maintains an account with the Bank (individually, jointly, on another's behalf, or as a beneficiary) or uses the Bank's services.

## SECTION 1

### **BANK RULES, POLICIES AND GENERAL ACCOUNT INFORMATION**

Each of our customers has individual financial management needs, which vary over time, and Dime offers a range of account types to address those needs. In selecting among these options, you will want to speak with one of our branch relationship bankers and review the detailed information that is available about each option. Because specific product terms and offerings are occasionally modified, it will benefit you to review our Bank literature from time to time, in order to take fullest advantage of your relationship with us.

Along with the general rules and policies described throughout this booklet, the specific terms and conditions for each account are covered in separate disclosure documents.

### **FDIC INSURANCE**

The Federal Deposit Insurance Corporation ("FDIC") generally insures your non-retirement accounts to at least \$250,000 per depositor, per insured bank. Deposits and/or accounts maintained in different legal titles and capacities may each be separately insured. If you maintain one or more deposit accounts and the total exceeds \$250,000, please ask us for information about ways you may be able to increase the maximum insurance coverage permitted. All self-directed retirement accounts, such as traditional and Roth Individual Retirement Accounts (IRAs), Simplified Employee Pension (SEPs) accounts, and Keogh plan accounts held at Dime are added together and the total is insured up to \$250,000 per owner.

### **REQUIRED IDENTIFICATION**

#### **Important Information About Procedures for Opening a New Account.**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Every person transacting business with the Bank must furnish appropriate proof of his or her identity. Whenever deemed necessary by the Bank, you agree to give us the information we request to properly identify you.

## **LAWS, RULES AND REGULATIONS**

All Dime accounts are subject to New York State laws, rules and regulations, including the rights and obligations of senders and receivers of funds transfers, and applicable federal laws and regulations. These include, but are not limited to, those of the Board of Governors of the Federal Reserve Board, the Federal Deposit Insurance Corporation and the New York State Department of Financial Services.

## **AGREEMENT**

By signing the signature card for your account, or by simply maintaining the account, you agree to be bound by the terms, conditions, policies and rules concerning the account, as set forth in this booklet or otherwise applied by the Bank, at its discretion.

## **NOTICES FROM YOU**

Any notice which you send us should be in writing and signed with the same signature that we have on file for you.

## **CHANGE OF NAME OR ADDRESS**

You must promptly notify the Bank, in writing, of any change or correction to your name or mailing address. Please send such notifications to Dime Community Bank, P.O. Box 25226, Brooklyn, NY 11201. Mail will be sent to the most recent address appearing on our account records.

## **BUSINESS HOURS**

Branches are open for business at hours determined by the Bank, which may be changed at our discretion. Each branch may have its own schedule. Copies of schedules can be obtained at any branch or viewed online at [www.dime.com](http://www.dime.com). Although we try to be open at times that are convenient for you, we may have to close some or all of our offices if required by law, or if there is danger to the Bank or our customers, for reasons such as acts of God, terrorism, fire, floods, power outages, riots, a burglary or other like events, outside the control of the Bank.

## **WAIVER**

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

## **BALANCE REQUIREMENTS**

Some Dime accounts require an average daily balance be maintained in order for interest to be paid or to avoid monthly maintenance charges. In some cases, higher interest rates may be paid on higher balances. Information on specific balance requirements for your account is provided separately.

On certain products, your total relationship balance can be used to avoid certain service charges. The total relationship balance is calculated by combining the actual balance at the end of the previous month for Savings and Certificate of Deposit ("CD") accounts plus the average balances for the previous statement cycle for Money Market and Checking accounts.

## **FEES AND SERVICE CHARGES**

The Bank may impose service and maintenance charges on your account. The charges, and the terms under which they are imposed, may be changed from time to time at the Bank's discretion. Please refer to the then-current Schedule of Service Charges for specific fees and charges.

### **Notification.**

If certain fee changes to your account are unfavorable, we will generally give you written notice 30 days prior to making the change. Any changes will be binding on you and the account when such notification period has been satisfied. Certain fees may be changed without prior notice.

### **Insufficient or Uncollected Funds.**

The Bank will not be responsible or liable to you if it refuses to pay a check you have written or allow a withdrawal of funds through an ATM, Point of Sale ("POS"), Visa® Debit Card ("Debit Card") or in person, because of insufficient or uncollected funds in the account as a result of our deducting a maintenance fee or service charge.

## **MAKING DEPOSITS**

Deposits may be made in person, by mail, messenger, electronically, via Mobile Banking, or by pre-authorized recurring direct deposits, such as Social Security benefits or payroll payments.

### **Availability.**

Cash and checks deposited in your account are credited (i.e. added) to the account on the day they are deposited. Funds deposited by check may not be immediately available for withdrawal. Items accepted for deposit on a collection basis (such as passbooks from other banks, bonds and foreign checks) will generally be credited to the account on the day the funds are actually received by the Bank. Please refer to the Funds Availability Policy section of this booklet for additional information.

### **Conditions for Accepting Deposits.**

Once an account is established, we will generally accept an unlimited number of deposits of \$1 or more. Certain cash deposits

will be subject to the Bank Secrecy Act reporting provisions. In receiving items for deposit or collection, the Bank acts only as your collection agent, and all such items are accepted under the following conditions:

1. All items are provisionally credited subject to actual payment.
2. We have the right to charge against your account any items for which actual payment is not received (in case of charge-back, you may forfeit any interest earned).
3. We forward the items (as your collecting agent) at your own risk.
4. We shall not be responsible for the negligence, default or failure of subagents or independent contractors, nor for losses in the mail.
5. Items may be sent directly to the banks on which they are drawn, without waiving any of the above conditions.
6. If your endorsement is missing on a check, we may supply it and deposit the check into your account. We cannot supply your missing endorsement if the check contains language prohibiting us from doing so, or a law or regulation prohibits us from doing so.

### **Right of Refusal.**

The Bank reserves the right, for any reason, to refuse to open an account or accept a deposit; return all or some of a deposit; or close an account. If we do close your account, we may send you a check. Please see the paragraph of this section entitled "Closing Your Account" for additional information.

### **Returned Items.**

If we negotiate an item (check or other instrument) and the item is returned unpaid, we will deduct the amount of the item plus any other charges from your account. Any interest earned on the amount may be forfeited. If there is not enough money in the account to cover the item and charges, you agree to repay us the amount in full. We may exercise our right of setoff in order to receive any required repayment. Furthermore, if an item deposited to your account has been paid by the bank on which it is drawn and that bank later returns the item to us, claiming it was altered, forged, unauthorized or should not have been paid for any reason, we may charge the item against your account or place a hold on the amount of that item from your account until the claim is finally resolved without prior notice to you.

## **MAKING WITHDRAWALS**

Withdrawals from accounts can be made in the following ways:

1. By written order on forms approved by the Bank and signed by the authorized person(s) designated in the

account agreement (generally the signature card) and related documents.

2. By writing a check up to the available balance in your checking account, using the checks received from us.
3. By using your Dime ATM and/or Debit Card at designated ATM and/or Debit Card facilities.
4. By using Dime Online Banking (transfers, bill payments).

Withdrawals are deemed to be made on the day the Bank pays out the funds, not the date the withdrawal request or check was written. The Bank determines the order of posting deposits, checks, debits, and other charges to your account unless otherwise required by law. Deposits, checks, debits and other charges to your account arriving on the same day may be credited/paid/returned in any order at the Bank's option. We may give preference to any checks, debits or charges payable to the Bank. The Bank may make payment on a post-dated check, unless we receive prior notice acceptable to us not to pay the check. The notice must contain sufficient information to enable the Bank to recognize the check. The Bank will have no liability to monitor extraneous legends such as "void if not paid in 30 days" or "not valid if over \$100" when determining whether a check should be paid.

The Bank may make payments to you in cash or by check, money order or other form, payable to you. Certain cash withdrawals will be subject to the Bank Secrecy Act reporting provisions. We may take as long as we find necessary to verify any withdrawal order before paying the amount requested. We may allow another person to make withdrawals on your behalf if we are presented with satisfactory proof of the person's authority to do so (such as a properly executed Power of Attorney form).

The following event is unlikely to occur; however it is provided for by law. The Bank may, at any time, require up to seven days advance written notice from you that you intend to withdraw funds from your savings or money market account. We may refuse to permit a withdrawal in such cases if we have not received the required notice. This advance notice condition has never been required nor is it likely to be applied.

## **LIMITATIONS ON WITHDRAWALS**

### **Overdrawing Your Account.**

You must maintain a sufficient available balance in your account to satisfy the withdrawals you make. If you overdraw the account, we may refuse to pay the item(s) that caused the overdraft. An Overdraft Line of Credit is available to qualifying customers on request.



## **Withdrawal Refusals.**

We may refuse a request for a withdrawal or payment from your account if:

1. The withdrawal would consist of funds deposited to your account in the form of a check or other instrument for which we have not received the proceeds. (Please refer to the Funds Availability Policy section of this booklet).
2. The requested withdrawal amount would exceed the amount permitted by the account agreement.
3. You have reached your daily ATM withdrawal limit (applicable to ATM and POS transactions) or Debit Card purchase limit.
4. A check is presented for payment more than six months after the date on the check. (The Bank, however, shall have no liability if it decides to honor such a check).
5. In the case of a joint account, one of the account owners instructs us not to permit the withdrawal, and every party who has an interest in the account does not sign the withdrawal request.
6. The account has been pledged as collateral for a debt.
7. The withdrawal would consist of money or items we have taken to pay a debt due the Bank, by way of offset or otherwise.
8. We have been ordered not to permit the withdrawal of all or part of the funds in the account by court order or other legal process.
9. There is a dispute concerning the account of such a nature that were the withdrawal permitted, the Bank might be exposed to liability.
10. You have failed to present appropriate identification in connection with the withdrawal, required by the Bank or applicable law. If the Bank does not believe that it has sufficient proof of identity, we may require as much proof as we believe necessary. In certain cases, we may require a Surety Bond from an insurance company that guarantees the right of the person to withdraw the funds.
11. An equipment, technological, or other problem prevents us from verifying your account balance.
12. A check is presented that is postdated.

## **Money Market and Savings Account Withdrawals.**

The number and amount of withdrawals or transfers you make in person at our branches or by mail are unlimited. During your statement cycle, you may also make up to six transfers or payments in the aggregate using pre-authorized withdrawals, automatic transfers, our Telephone Banking service, Online

Banking transfers, or checks or Debit Card (POS) transactions to a third party. 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.

### **Certificate of Deposit Early Withdrawal Penalty.**

If you withdraw any principal from a Certificate of Deposit account before the maturity date, you may incur one of the following Bank penalties:

1. Accounts with terms of 3 to 6 months will lose 1 month's simple interest.
2. Accounts with terms of more than 6 months to 1 year will lose 3 month's simple interest.
3. Accounts with terms of more than 1 year to 2 years will lose 9 month's simple interest.
4. Accounts with terms of more than 2 years to less than 3 years will lose 18 month's simple interest.
5. Accounts with terms of 3 years or more will lose 24 month's simple interest.

The penalty will be calculated on the principal amount withdrawn at the interest rate the account is earning at the time the premature withdrawal is processed. The amount of the penalty will be deducted from any interest credited and not withdrawn, then from any principal balance remaining in the account, and then from the withdrawn amount, if necessary. The required minimum account balance must be maintained or the account may be closed and the early withdrawal penalty will be based upon the entire account balance.

No penalty will be assessed if the withdrawal is made because of the death or legal incompetency of any owner. If your account holds pension funds, additional IRS rules and/or penalties may apply. Please consult with your tax adviser regarding IRS rules.

### **PRIVACY**

Information about your account is private. In most instances, the Bank will not release account information unless requested by an account owner or a legal representative of an account owner. If the Bank receives an order for information from a court or an authorized government agency, we will comply by releasing the information. A copy of Dime's Privacy Policy and Privacy Notice are available at all branches, online at [www.dime.com](http://www.dime.com), and upon request.

### **CASHING CHECKS FOR NON-CUSTOMERS**

You agree that when a payee or other holder of a check or other item drawn on your account presents such check or item for payment over the counter at the Bank (rather than depositing it into an account at another institution and presenting it for payment through the check collection system) and the payee or other holder does not maintain an account at our Bank, the

Bank may: 1) before honoring the check or other item, require sufficient identification and/or signature guarantee from the payee; or 2) decline payment of the check or other item drawn against your account. You agree that neither of these actions will constitute wrongful dishonor of your check.

## **STOP PAYMENT POLICY**

### **Placing a Stop Payment on Personal Checks or Other Withdrawal Items.**

You can order us to stop payment on your personal check or other withdrawal item either orally or in writing (stop payments will not be accepted on any POS transactions). The stop order must contain sufficient information (e.g., account number, payee, date, amount, and check number) to enable us to process the order. The stop order takes effect when we record it on your account records. An oral stop will remain in effect for only 14 days and must be confirmed in writing. A written stop order will remain in effect for 12 months, unless renewed in writing. Stop payment orders on money orders will be accepted only if the Dime has received a written, notarized stop payment affidavit prior to payment of the item and only in compliance with applicable law.

### **Placing a Stop Payment on Bank or Cashier's Checks.**

Stop payment orders on Bank or cashier's checks will be accepted only if Dime has received a written, notarized stop payment affidavit prior to the payment of the item and only in compliance with applicable law. Dime reserves the right to require you to supply a Surety Bond equal to twice the amount of the Bank or cashier's check before accepting the stop payment order. The stop may be placed by the purchaser, remitter or payee and will only be accepted under the following circumstances:

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

## **INTEREST PAYMENTS**

Dime will pay interest on certain account balances at rates and intervals, and on terms, which may change from time to time. When opening an interest-bearing account with us, you should be aware of both the Interest Rate your funds on deposit will earn, and the Annual Percentage Yield. Withdrawing interest from an account may reduce the Annual Percentage Yield earned on the account.

Interest will be paid in accordance with any one of the following options you choose:

1. Interest will be added to, and remain in, the account.
2. A check for the interest amount will be mailed to you.
3. The interest amount will be transferred to another of your Dime accounts.

**Please Note:**

For options 2 and 3, age restrictions may apply on IRA and Keogh accounts.

## **INTEREST REPORTING AND WITHHOLDING**

Interest will be reported for tax purposes in the name and Social Security or Taxpayer Identification Number of the tax select person on the account. It is your responsibility to provide the Bank with the correct Social Security or Taxpayer Identification Number for your account(s).

Internal Revenue Service regulations require that payers of interest and dividends (such as banks, thrift institutions, stock brokers, etc.) must generally withhold an established percentage of taxable interest, dividend and certain other payments if you fail to furnish the payer with your correct Social Security or Taxpayer Identification Number. This is referred to as "Backup Withholding." To prevent Backup Withholding on these payments, you must provide the Bank with your correct Social Security or Taxpayer Identification Number and certify that the number you are giving us is correct. You must also certify that you are not subject to Backup Withholding either because you have not been notified that you are subject to Backup Withholding as a result of a failure to report all interest or dividends, or that the Internal Revenue Service has notified you that you are no longer subject to Backup Withholding.

The Bank has the right to refuse to open an account if you fail to provide us with a properly certified Social Security Number or Taxpayer Identification Number.

## **CERTIFICATE OF DEPOSIT ACCOUNTS**

### **Automatic Renewal.**

Your CD account will be renewed automatically at maturity for the same term, or the closest term available on that day. Upon renewal, all credited interest remaining in the account will automatically become part of the principal for the new account term. CDs that do not mature on any other day than a Saturday, Sunday or federal holiday (i.e. "Business Days") are available for withdrawal the next Business Day.

### **Grace Periods.**

After automatic renewal of a CD, there is a 10 calendar day grace period following the maturity date, during which you may

withdraw any amount of your deposit or instruct us to renew the CD for a different term and rate, without penalty. We will credit the CD any accrued interest (earned at the renewed CD rate) from the maturity date through withdrawal or alternate renewal date.

## **PASSBOOK ACCOUNTS**

Amounts shown in the balance column of passbooks do not reflect unposted transactions. In the event of a discrepancy between the balance shown in the passbook and the balance reflected in Dime's records, Dime's records shall control. The passbook should be verified with the records of Dime to ensure correctness. Passbooks should be presented at least once a year for entry of interest.

## **LOST PASSBOOKS**

You alone are responsible for keeping your passbook safe and secure. You must notify the Bank immediately if it is lost, stolen or in the possession of someone who is not entitled to the funds. We will require you to put the notification in writing.

If you lose your passbook or if it is stolen, we require that you swear to the relevant facts in an affidavit. If the passbook is held in joint capacity, all owners may be required to complete the affidavit. We may further require that a reasonable time period elapse prior to issuing a new passbook or making payment to you. We also have the right to require a Surety Bond from an acceptable insurance company, in an amount we may determine, protecting us in the event someone else claims that we should not have paid funds in the account to you. We may also require you to pay all of our losses and expenses (including attorneys' fees) if we pay you and someone proves we should not have.

## **STATEMENT ACCOUNTS**

If you have a statement account, you will receive a periodic statement covering the activities in your account. We will send a statement to you at the last known address shown on our records (or notify you of the availability of statement information if you have registered for our electronic statement service). It is your duty to promptly examine your statement upon receipt. You must notify the Bank within 14 days, in writing, after the date you receive the statement (or within 14 days of the date the statement was made available to you via an electronic statement) of any discrepancies. This notification period is extended to 60 days if the discrepancy concerns an ATM or other electronic funds transfer transaction. If you do not provide us such notification, the statement will be deemed correct and binding on you and we will be released of all liability to you.

## **RIGHT OF SETOFF**

We have a right of setoff provided us by law. We can take certain funds from your account(s), at any time, to pay certain

debts that you owe to us which are due and unpaid. We are not required to give you notice when we exercise our right of setoff. We are not responsible for a check drawn on your account that is dishonored as a result of our setoff. You agree not to take legal action against us when we exercise our right of setoff. This right of setoff does not apply to IRA accounts, and may not apply to accounts receiving Social Security or Supplemental Security Income payments (through direct deposit).

## **CLOSING YOUR ACCOUNT**

You may close your account at any time, provided the funds on deposit are not being held or restrained as a result of legal action or some other limitation, uncollected deposited check or as collateral for a loan. If the account is a CD, a penalty may be charged on the amount withdrawn prior to the maturity date.

The Bank reserves the right to close your account at any time for any reason not prohibited by law. For example, we may want to discontinue a type of account you presently own. If we do so, we will notify you in writing prior to or immediately after closing the account, and may mail you our official check for the account balance.

## **CLASSIFICATION OF CHECKING ACCOUNTS**

For internal bank purposes only, these accounts will consist of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your account is one on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The savings sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

## **INACTIVE ACCOUNTS**

New York State law requires the Bank to send to the New York State Comptroller the balance of certain accounts on which there has been no activity for three consecutive calendar years. The funds will not be sent if, during the three-year period, one of the following actions takes place:

1. A deposit or withdrawal is made to or from the account.
2. The account passbook (if a passbook account) is presented to us for updating.
3. We receive a document signed by someone who is legally entitled to the money indicating awareness of the account's existence. The Bank must be satisfied that the signature on the document is genuine.

CD accounts are deemed abandoned when there has been no

account activity or depositor contact for three years after the first account maturity date following the last depositor contact.

Funds that have been turned over to the State of New York as abandoned property may be reclaimed by writing to the **New York State Comptroller, Office of Unclaimed Funds, 110 State St., Albany, New York 12236** or by accessing its Web site at **[www.osc.state.ny.us/ouf](http://www.osc.state.ny.us/ouf)**. Dime will also reclaim abandoned funds for you for a fee. The cost of any advertisement, payment or delivery to the New York State Comptroller of any accounts determined to be abandoned property may be apportioned among the accounts involved.

## **JOINT ACCOUNT WITH RIGHT OF SURVIVORSHIP**

In the absence of contrary indication on the signature card, a joint account is deemed to be a joint account with right of survivorship. A joint account is an account opened and maintained by two or more individuals (owners) for the purpose of depositing and withdrawing funds by any of them and payable to the survivor(s) upon death of one of them. Joint account rules are as follows:

1. The Bank will accept deposits made by or payable to and endorsed by any of the joint owners. Additions to the account (deposits, interest, etc.) become the property of all owner(s) as joint tenants;
2. That such deposit, and any additions thereto, shall become the property of each owner as joint tenants, and, as such, that the Bank may release the entire account to any owner during the lifetime of all owners;
3. That the Bank may honor checks or orders drawn by, or withdrawal requests from, any owner during the lifetime of all owners;
4. That the Bank may be required by service of legal process to remit funds held in the joint account to satisfy a judgement entered against, or other valid debt incurred by, any owner of the account;
5. That the Bank may honor checks or orders drawn by, or withdrawal requests from, the survivor(s) after the death of any owner(s);
6. The Bank may treat the account as the sole property of the survivor (s) after the death of any owner(s);
7. Unless the Bank receives written notice signed by any owner not to pay or deliver any joint deposit, or addition or accrual thereon, the Bank shall not be liable to any owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, any owner; and after the receipt of such written notice, the Bank may require the written authorization of any or all joint owners to any further payments or deliveries;
8. An assignment of the Bank account by one joint owner as security for a loan made to such owner shall be binding on all other owners on the account.

If the Bank has a valid claim against an owner, it may offset the amount of that claim against funds held in that account.

Annual Tax statements (IRS Form 1099's) are reportable under the Social Security number of the tax select owner whose name appears in the account title and such number must be provided to the Bank when the account is opened.

## **CONFLICTS**

If there is a conflict between any Bank agreement or brochure (including this one) and something said by one of our employees, Dime may adhere to the written information and declare it binding. The Bank may refuse to follow any depositor instructions which we believe may expose us to potential liability. We may require security adequate to protect the Bank against any loss and expense incurred if we elect to comply with such instructions.

## **DELIVERY OF NOTICE**

For purposes of any communications between you and the Bank, all statements, notices or other communications sent by mail will be considered delivered three days after Dime mails them to you at your last address shown on our records. If this is a joint account, notices sent to the address shown on our records will be deemed effective notice to all joint owners. All notices or communications which are sent to Dime will be considered delivered on the day on which we actually receive such notice or communication.

## **CHANGES IN TERMS**

Dime reserves the right to change the terms and conditions of your account at its discretion from time to time. If we are required by law or regulation to give you notice of the change by mail, we will send the notice to the address in our records. In the absence of such a requirement, we reserve the right to post a notice in the Bank or to make revised disclosure booklets available to you in our branch offices. Each of these changes will be binding on you and the account when we post a notice in the branch, make revised disclosure booklets available in our branches, or at the time any regulatory notification period has been satisfied.

## **ATTORNEYS' FEES**

You agree to reimburse Dime for all costs we incur to enforce or defend our rights, including attorneys' fees and court costs.

## **WAIVER OF TRIAL BY JURY**

You agree to waive your right to trial by jury in any legal proceeding involving the Bank.

## **NON-TRANSFERABLE**

All Dime accounts are non-transferable. You may not assign your account to anyone else without our written permission.



## FUNDS TRANSFERS

Funds transfers that you send from or receive into any of your accounts may be transmitted through the automated clearinghouse ("ACH") network. You agree that any funds transfers you send or receive shall be governed by the Operating Rules and Guidelines of NACHA, The Electronic Payments Association ("NACHA Rules"), as amended from time to time.

## BUSINESS INTEGRITY HOTLINE

**The Dime Business Integrity Hotline telephone number is (718) 486-4306 or Toll Free at (888) 234-3463.**

You may also notify us via: 1) Regular mail addressed to our Corporate headquarters (300 Cadman Plaza West, 8th Floor, Brooklyn, NY 11201, Attention: Director of Internal Audit); or 2) By submitting a form online at [www.dime.com/businessintegrity](http://www.dime.com/businessintegrity).

For your protection, Dime has implemented an anonymous Business Integrity Hotline. **This is not a customer service or complaint line.** This line is for employees, customers, and others to report possible instances of bank fraud committed by employees, customers, or others. Bank fraud includes financial statement fraud, Bank Secrecy Act violations, and other types of fraud such as conflicts of interest, bribes and kickbacks, and cash asset misappropriation or misconduct. You are encouraged but not required to leave contact information. The message you leave will be forwarded to Dime personnel in charge of loss prevention to ensure prompt attention to suspicious situations and activity that merit reporting. Dime may make disclosures to local, state, and Federal Law enforcement as required by law or as the bank deems necessary. All messages will be treated with confidentiality, and will not be subject to Caller-ID or call back functions.

**(FOR UNAUTHORIZED DEBIT CARD TRANSACTIONS, PLEASE CALL 1-800-321-3463)**

Dime is very interested in the information you have to provide. The more details you are able to share, the easier it will be for Dime to determine if a crime and/or violation was committed. The information we are looking for is as follows:

- Date/Time of activity
- Who committed the alleged act, crime or violation?
- Where did the alleged action, crime or violation take place?
- How was the alleged act, crime or violation committed?
- Do you know why the person committed the alleged act, crime or violation?
- Who else has knowledge of the alleged act, crime or violation?
- Did you report this alleged act, crime or violation to anyone else? If yes, who?
- Would you like to be contacted regarding your report? If yes, please provide your contact information.

## **SECTION 2**

### **YOUR ABILITY TO WITHDRAW FUNDS AT DIME COMMUNITY BANK**

#### **FUNDS AVAILABILITY POLICY**

Under Bank policy, funds deposited to your account(s) may not be available immediately for your use, including cash withdrawals and check payments from the account(s).

#### **DETERMINING THE AVAILABILITY OF A DEPOSIT**

The length of the delay is counted in Business Days from the day of your deposit. Every day is a Business Day except Saturday, Sunday and federal holidays. If you make a deposit before 6:00 P.M. ET on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 P.M. ET, or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open. The length of the delay is based upon the type of deposit, as described below.

#### **SAME DAY AVAILABILITY**

Funds from cash, checks drawn on Dime, wire transfers and other electronic payments (such as direct deposit of Social Security payments or pre-authorized credits such as payroll deposits) are available immediately after the deposit is received by us and identified by our personnel as funds to be deposited to your account.

#### **NEXT DAY AVAILABILITY**

Funds from the following deposits are available on the first Business Day after the day of your deposit:

1. U.S. Treasury checks that are payable to you.
2. State and local government checks that are payable to you.
3. Cashier's, certified and teller's checks that are payable to you.
4. Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal money orders, payable to you.

If you do not make a deposit in person to a Bank employee (for instance, if you mail the deposit), funds from the deposit of check types 2, 3 and 4 above will be available on the second Business Day after the day of your deposit.

## OTHER CHECK DEPOSITS

To determine when funds from other check deposits will be available, examine the first four digits of the routing number on the check:

### Personal Check

	Date: _____
Pay to the Order of _____	\$ _____
_____	Dollars
(Bank Name) (Address) _____	_____
123456789 000000000 00	

 Routing Number

### Business Check

	Date: _____
Pay to the Order of _____	\$ _____
_____	Dollars
(Bank Name) (Address) _____	_____
000000000 123456789 00	

 Routing Number

Once you have determined the first four digits of the routing number (1234 in the preceding examples), the chart below will show you when the funds from the check will be available:

	First 4 digits of the routing number	A deposit is made on Monday	Funds are available on:
<b>Local</b>	All Routing Numbers	\$200.00 the 1st Business Day after the day of your deposit  Remaining funds on the 2nd Business Day after the day of your deposit	Tuesday   Wednesday

## **LONGER DELAYS MAY APPLY**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,000 on any one day.
3. You redeposit a check that was previously returned unpaid.
4. You have overdrawn your account repeatedly in the last six months.
5. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit.

## **SPECIAL RULES FOR ATM DEPOSITS**

Deposits (either cash or check) made at a Dime ATM before 6:00 P.M. ET on a Business Day or on a day we are open are considered made that day. All deposits are subject to the Bank's verification. Funds you deposit may not be available for immediate withdrawal. For determining when your funds are available, deposits made after 6:00 P.M. ET on a Business Day or on a day we are not open, will be considered received by the end of the following Business Day.

## **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new customer, the following special rules will apply during the first 14 business days your account is open:

1. Funds from cash, checks drawn on Dime, wire transfers and other electronic payments are available immediately after the deposit is received by us and identified by our personnel as funds to be deposited to your account.
2. The first \$5,000 from a deposit of U.S. Treasury checks, U.S. Postal money orders, Federal Reserve Bank checks, Federal Home Loan Bank checks, payable to you, will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available on the ninth business day after the day of your deposit.
3. Funds from deposits of the first \$5,000 of a day's total deposits of cashier's, certified, tellers, travelers and state and local government checks will be available on the first business day after the day of your deposit, if the deposit

meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

4. Funds from all other check deposits will be available on the 11th business day after the day of your deposit.

## **HOLDS RELATED TO CHECK CASHING**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$100 check, \$100 of funds already in your account will not be available until the first Business Day after the day we cashed the check.

## **HOLDS AGAINST OTHER ACCOUNTS**

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account will become available for withdrawal after the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## **DOUBLE-ENDORSED CHECKS**

Our policy enables us to accept double-endorsed checks for deposit, subject to satisfactory validation of prior endorsements. We do, however, reserve the right to refuse to accept:

1. Double-endorsed items on which we are unable to validate prior endorsements,
2. Checks on which the payee is other than an individual, and
3. Checks which we believe will be returned unpaid.

## **IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT**

### **Substitute Checks and Your Rights**

#### **What is a Substitute Check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of your substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to the lesser of \$2,500 or the amount of your check (plus interest if your account earns interest) within 10 Business Days after we receive your written claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your written claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact DimeDirect by telephone at **800.321.3463**, or by mail to Dime Community Bank, P.O. Box 25226, Brooklyn, NY 11201.

If we ask you to put your claim in writing, and we do not receive the written notification within 10 Business Days, we may not credit your account. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your written claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the check number, the amount that the check was paid for, and the date that the check was paid.

## SECTION 3

### Electronic Funds Transfer Agreement and Regulation E Disclosure

This Agreement and Disclosure address the terms and conditions which apply when you use a Dime ATM Card, Visa® Debit Card ("Debit Card"), and Personal Identification Number ("PIN"), authorize the electronic fund transfer ("EFT") of government recurring payments (such as Social Security) to your account, arrange for pre-authorized EFTs to or from your account, or use our Telephone Banking service. It also discusses types of EFT services, any transaction limitations, transaction documentation, Card owner and Bank liabilities, how errors and omissions are handled, confidentiality, stop payments and other topics.

Throughout this Agreement and Disclosure, the terms "we", "us", "our", "Dime", and "Bank" refer to Dime Community Bank. The words "you" and "your" mean the person named on the Dime ATM or Debit Card who is authorized to sign checks on or make withdrawals from the account or accounts for which the Dime ATM or Debit Card has been issued. "Account" and "accounts" mean your checking, money market or statement savings account with us which is designated on your account signature card. "Debit Card" means the Visa® Debit Card provided to you through Dime. Certain transactions may be made only if the ATM or Point of Sale ("POS") terminal bears the logo of one of the networks in which the Bank is a participant ("Participant Networks") and/or the merchant accepts such transactions. The reverse side of your Dime ATM or Debit Card indicates the Participating Networks at the time such Card was issued to you, or you may call DimeDirect at **800.321.3463** for a current list of Participating Networks.

#### ACCEPTANCE

The Bank may issue a Dime ATM or Debit Card if requested to do so by an owner of a Dime statement savings, checking, or money market account. Multiple accounts may be incorporated on your ATM or Debit Card and accessed at Dime ATM locations. However, at all other locations only the primary checking and primary statement savings account may be accessed. You cannot use the Debit Card until you activate it. To activate your Dime ATM card or Debit card, you must visit any ATM and perform a balance inquiry or withdrawal using the PIN you selected or were given to activate your card.

By signing an account signature card or by using your ATM or Debit Card and PIN to make a purchase, deposit, transfer, balance inquiry or withdrawal from your account, you agree to be bound by the terms and conditions concerning our ATM or Debit Card services. If an owner of a joint account signed the



request for Dime ATM or Debit Cards or for PINs, all owners of the account will be bound by the Agreement. Only one Dime ATM or Debit Card will be issued to each owner of an account. The owner(s) of an account are fully responsible for all deposits, transfers, and withdrawals made or permitted by anyone who is a Dime cardholder. Cardholders are separately responsible for all deposits, transfers, withdrawals and purchases they make or permit someone to make. To ensure that no unauthorized transactions are charged to any of your accounts, you should take all reasonable precautions to prevent any person from learning your PIN or using your ATM or Debit Card. Memorize your PIN and KEEP IT CONFIDENTIAL. No bank employee will ask you to disclose your PIN, so remember:

NEVER give your PIN to anyone; don't write the PIN on your ATM or Debit Card; and avoid carrying your PIN with you. If, when using your ATM or Debit Card at an ATM, you do not communicate your correct PIN to the ATM, the ATM may capture your Card. If this happens at a Dime location, you may retrieve your Card at the office location of the ATM which captured your Card, only on the next day that such office is open for business, by showing proper identification and signing a receipt for the Card. A captured ATM or Debit Card which is unsigned or not timely retrieved will be destroyed.

## **TELEPHONE BANKING SERVICE**

If you have a Touch-Tone telephone, you can have 24-hour-a-day access to your money. The first time you use this service you will be issued a PIN. Your account number, PIN, and the taxpayer identification number (Social Security number) will be required to make a transfer or inquiry via Telephone Banking. You may use this service to:

1. Verify account balances (which might include funds which are not available).
2. Verify transactions.
3. Transfer funds between your accounts.

## **SERVICES**

### **Deposits, Withdrawals and Cash Advances.**

You may use your Dime ATM Card or Debit Card and PIN to withdraw funds from accounts linked to your Card at Dime ATMs and most ATMs displaying a logo of a Participating Network. You may use your Dime ATM Card or Debit Card and PIN to make deposits at Dime ATMs to accounts linked to your Card. Your Debit Card also may be used to obtain cash advances at financial institutions offering such services.

## **Transfers.**

You may use your Dime ATM Card or Debit Card and PIN to transfer funds from one account to another account linked to your Card at Dime ATMs and at most ATMs displaying a logo of a Participating Network.

## **Verification of Account Balances.**

You may use your Dime ATM Card or Debit Card and PIN to verify account balances (which may include funds on hold, not available for immediate withdrawal).

## **Purchases and Other POS Transactions.**

You may use your Dime ATM Card or Debit Card and PIN for POS purchases from your primary checking or money market account at merchants accepting these transactions. You may also use your Dime ATM Card and PIN for POS transactions from your primary statement savings account at merchants accepting these transactions. You may not place a stop payment on a POS transaction.

## **Direct Deposit.**

Upon instruction of your employer, the Treasury Department, financial institutions or other third parties, the Bank will accept direct deposits of your paycheck or of federal payments, such as Social Security, and other recurring payments. Credits for funds transfers you may originate and send to a beneficiary or may receive through the ACH network are provisional until the receiving institution obtains the final settlement. If final settlement does not occur, the originator of the transfer is not deemed to have made payment to the beneficiary and the beneficiary's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand. If we receive ACH credits or non-ACH incoming transfers (e.g., a wire) to your account, you will receive notice on your next regular periodic statement, if any. You may also contact DimeDirect at **800.321.3463** to determine if a transfer has been credited to your account.

## **Online Banking.**

Customers who elect to enroll in the Online Banking service will separately receive additional Terms and Conditions pertaining to Online Banking.

## **Electronic Check Conversion.**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) Pay for purchases, or (ii) Pay

bills. Participating merchants will scan information from your check and process the transaction electronically, not through the check collection process. Examples of an electronic check conversion include, but are not limited to: Point of Purchase ("POP") transactions (made in person by you using a blank check); and Re-presented check ("RCK") transactions (made by a merchant processing a check that was returned unpaid).

## **TRANSACTION LIMITATIONS**

### **Limited Transactions.**

You may make unlimited transfers and withdrawals from your checking account directly to yourself if made in person at our branches, or by mail. Otherwise, you may make a total of only six transfers or payments (including pre-authorized, automatic, and telephone transfers or withdrawals, Online Banking transfers, or transfers by check, draft, POS or POP debit, or similar order) from your statement savings account or money market account per monthly cycle. The Standard Daily ATM withdrawal and POS purchase limits are provided with the materials that come with your Debit Card.

### **Availability of Funds.**

You agree to maintain sufficient collected funds in your account to cover all purchases, ATM withdrawals, transfers, and payments. If you do not have sufficient funds in your account, there will be a charge for any transaction we are unable to process or that we process against uncollected funds. You agree to be personally responsible for all charges incurred by use of your Dime ATM or Debit Card, including any overdrafts. An overdraft can result in cancellation of this Agreement and of your account. If you have an Overdraft Line-of-Credit on your account, purchases and withdrawals made at an ATM or POS location in excess of your account balance are subject to the separate agreement governing the credit line. Funds being reserved for authorized but unposted transactions may not be used to pay checks, other debits or withdrawals.

### **ATM Deposits.**

Please refer to our Funds Availability Policy section of this booklet for further details.

When you use our ATM or Debit Card, you give us the right to obtain payment of any funds you owe us as a result of the transaction. Such funds may be obtained from funds you have on deposit with us, including those held in checking, money market, savings and certificate of deposit accounts. This is in addition to any other rights we may have. Regardless of any other agreement you have with us, balances due from use of

your Dime ATM or Debit Card are not secured by any real or personal property.

## **SERVICE HOURS**

ATMs at Dime's branch locations are available 24 hours a day, 7 days a week, except for routine maintenance, inspection or repair. Schedules of branch banking hours may be obtained at any branch.

## **TRANSACTION DOCUMENTATION**

### **ATM/POS Receipts.**

If requested, the ATM or POS terminal will provide a transaction record when you have completed your transaction. The receipt will show the date and amount of the transaction, a partial account/Card number, the type of account, and the location of the ATM. If a POS transaction involves the use of an electronic terminal, this information will appear on the receipt.

### **POP/RCK Receipts.**

The check you use for a POP transaction should be blank and not previously voided, negotiated or used in any prior POP transaction. After it is scanned, the merchant should mark it void and return it to you. You should sign and receive a copy of your authorization along with information relating to the merchant and transaction. Merchants who initiate a RCK transaction must provide notice to you, before accepting your check, that your returned check may be collected electronically if the check is returned unpaid. POP and RCK transactions will appear on your periodic account statement. The original checks connected with a POP or RCK transaction will not be returned to you.

### **Statement Accounts.**

The monthly statement we send you will show all EFT activity since the prior statement. Statements will be mailed to the address shown on Bank records (or made available to you via our electronic statement service). Statement savings accounts will receive quarterly statements in the absence of any EFT activity.

### **Passbook Accounts (for EFTs of Federal Recurring Payments and Preauthorized Credits).**

Bring or mail your passbook to the Bank and we will record any electronic deposits that were made to your account since the last time the passbook was updated. Passbooks should be updated at least annually. If you have arranged to have regularly scheduled (at least once every 60 days) direct deposits electronically transferred to your account by the government, or the same person or company, you can call us to confirm

if the deposit was made. You can call us at **800.321.3463**. Pre-authorized electronic debits are not permitted on passbook accounts.

## **OWNER'S LIABILITY**

If you believe your Dime ATM or Debit Card is lost or stolen, your PIN is known to someone other than yourself, or that someone has transferred or may transfer money from your accounts without your permission, you should notify us AT ONCE by calling DimeDirect at **800.321.3463**, or **800.847.2911** or by writing us at Dime Community Bank, P.O. Box 25226, Brooklyn, N.Y. 11201. Telephoning is the best way of keeping your possible losses down. If you notify us within two Business Days after you learn of the loss or theft, \$50 is the maximum you can lose if someone uses your Dime ATM, Debit Card or PIN without your permission. If you do not notify us within two Business Days and we prove that we could have prevented someone from using the ATM or Debit Card or PIN if you had told us, you can lose as much as \$500. Also, if your statement shows transactions that you did not make, tell us at once. If you do not notify us within 60 days from the date the statement was mailed to you (or made available to you via our electronic statement service), you may not get back any monies you have lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

## **VISA DEBIT CARD LIABILITY FOR UNAUTHORIZED USE OF CARD**

Under Visa's Zero Liability policy, consumer liability has been eliminated in cases of unauthorized use of your Card or account information for Visa consumer card transactions processed through the Visa or Plus networks, when a written claim is not required to be filed. If you believe someone has unauthorized access to your Card or PIN, you are still required to call or write to us immediately at the telephone numbers or street address referenced under OWNER'S LIABILITY. Please note that Visa's Zero Liability policy does not apply to:

1. Any unauthorized use of your Visa® Debit Card is not processed via the VISA or Plus networks.
2. Any unauthorized use of your commercial Visa® Debit Card.
3. Gross negligence or fraudulent handling of the account, Card, or PIN by the Cardholder / Account Owner.
4. When written confirmation is not received from Cardholder.

## FEES

Our Schedule of Service Charges sets forth the fees relating to the use of your Dime ATM or Debit Card. When you use an ATM not owned by us, the ATM operator, or any ATM network used may charge you a fee, and you may be charged a fee for a balance inquiry even if you do not complete a transaction.

## ERRORS, OMISSIONS OR QUESTIONS

In case of errors or questions about your electronic transfers, telephone us at **800.321.3463**, or write us at Dime Community Bank, P.O. Box 25226, Brooklyn, NY 11201 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement (or no later than 60 days after we made available your FIRST statement via our electronic statement service) on which the problem or error appeared. When you call or write, you must tell us:

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

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

### **Results of Investigation.**

If you are a natural person and your account is used primarily for personal, family or household purposes, we will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. (For transactions initiated other than in the United States or the Commonwealth of Puerto Rico, we may require up to 90 days.) If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

### **Transactions Involving New Accounts.**

For errors involving new accounts (an account is considered a new account for 30 days after the first deposit is made), POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

## **All Transactions.**

If we ask you to put your complaint or question in writing, and we do not receive the written notification within 10 Business Days, we may not credit your account. We will tell you the results within three Business Days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used for our investigation. The Bank's record of your account is binding if there is a difference between the Bank's records and your statement.

## **Please Note:**

Refer all problems, omissions or errors resulting from transactions processed through a Participating Network ATM machine or POS terminal to Dime for resolution.

## **CONFIDENTIALITY**

We may disclose information to third parties about your account or transfers you make:

1. Where it is necessary for completing transfers, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with governmental agency or court orders, or
4. If you give us your written permission.

## **BUSINESS DAYS**

Our Business Days are Monday through Friday. Saturdays, Sundays, and federal holidays are not considered Business Days.

## **FAILURE TO COMPLETE AN ELECTRONIC FUNDS TRANSFER**

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

If you have overdraft protection for your account and using your available Overdraft Line-of-Credit permits the transfer, then the transfer will be completed using that credit. The transaction is subject to any applicable Overdraft Line-of-Credit finance charges.

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

1. We do not receive sufficient information to complete the transaction.
2. Through no fault of ours, your account does not contain sufficient available funds to complete the transaction.
3. The transaction amount would exceed your available credit limit, if you have an Overdraft Line-of-Credit.
4. Your Dime ATM Card, Debit Card or PIN was reported lost or stolen.
5. Your account is frozen because your co-depositor notified us of a dispute with you.
6. Your account is subject to legal process, lien or other encumbrance restricting the transaction.
7. The ATM from which you are making the withdrawal does not have sufficient cash.
8. The ATM is temporarily out of service or closed for maintenance.
9. The ATM or our computer system was not working properly and you knew about the breakdown when you started the transfer.
10. Circumstances beyond our control (such as fire, flood, labor dispute, power or computer failure) prevent us from completing the transaction despite reasonable precautions we have taken.
11. Your account has been closed or your Dime ATM Card or Debit Card and ATM/POS privileges have been canceled.



12. We do not complete the transaction because we are protecting the security of your accounts or the ATM system.
13. Some other problem prevents us from completing the transaction the way you requested, and we are able to correct the problem and complete the transaction later.
14. The delay causes you no losses or damages which you can prove in court.
15. Anyone refuses to honor your Dime ATM Card or Debit Card.

## **STOPPING PAYMENTS ON ELECTRONIC TRANSACTIONS**

### **Your Right to Stop Payment and How to Do It.**

If we agreed in advance to make payments out of your account, you can order us to stop any of these payments by calling us or writing to us at least 3 Business Days before the payment is due to be made. If you give us the notice in less than the required time, the Bank may, at its discretion, honor your request — but it is not obligated to do so. If you place your stop payment order by telephone, we will also require you to put your request in writing and get it to us within 14 days after you call; otherwise your verbal request will expire. Unless you tell us that all future payments to that recipient are to be stopped, we will treat your stop payment as a request concerning the one particular payment only. If you wish to stop all future payments to that recipient, you must revoke the authorization you gave to that party to transfer funds from your account and provide us with a copy of your signed revocation. We will charge you a fee for each stop payment order you give us. If you change your mind after the stop payment order is on file, we will charge you an additional fee to cancel it. To place or cancel a stop payment order you may call DimeDirect at **800.321.3463** or write us at Dime Community Bank, P.O. Box 25226, Brooklyn, NY 11201.

### **Bank's Liability for Failure to Stop Payment.**

If you tell us to stop a preauthorized transfer from your account at least 3 Business Days before the transfer is scheduled, and we do not do so, we will be liable for any direct losses or damages you can prove.

## **Notice of Varying Amounts.**

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

## **OWNERSHIP AND CANCELLATION**

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

## **EXPIRATION OF DEBIT CARD**

The privilege to use your Debit Card will automatically expire on the expiration date shown on the Card. You authorize us to mail you a renewal Card upon or prior to the expiration date of any Card issued to you under this Agreement. The Bank shall have no obligation to renew your Debit Card.

## **FUTURE CHANGES**

We have the right to change this Agreement at any time, and will notify you by email or in writing at least 21 days before the effective date of any change that will increase any fees or charges or your liability, reduce the ATM/POS services available to you, place stricter limits on the frequency of transactions, or decrease the maximum cash you can withdraw in a day. Your use of your Dime ATM or Debit Card after such a notification is sent will indicate your acceptance of the changes. No advance notice is required for changes that are necessary for security reasons.

## **CURRENCY CONVERSION**

When you use your Visa® Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either:

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

- The government-mandated rate in effect for the applicable central processing date.
- In each instance, plus or minus any adjustment determined by the issuer.

The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

## **Additional Information**

If you have any questions regarding the information provided in this booklet or your Dime account relationship or would like information on branch locations and hours, banking services and products, current rates and yields and account information, please visit any of our branch offices, contact us through our website **dime.com**, or call DimeDirect at **800.321.3463**. You may mail correspondence to:

### **Dime Community Bank**

Attn: DimeDirect

P.O. Box 25226

Brooklyn, NY 11201

## **Notice Regarding Non-Visa PIN-less Debit Card Transactions**

Our Bank allows non-Visa debit transaction processing. This means that you may use your Visa Debit Card on a PIN-Debit Network (a non-Visa Network\*) without using a PIN to authenticate your transactions. The non-Visa debit network for which such transactions are allowed is NYCE. Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Debit Card include signing a receipt or using Verified by Visa® over the Internet. An example of the type of action you may be required to make to initiate a non-Visa PIN-less transaction is authorizing a payment directly with a merchant and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN. Please be advised that the terms and conditions of your Agreement with us relating to Visa debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures are not applicable.

If you have questions about non-Visa debit transactions, please call us at **800.321.3463**.

\*Visa rules generally define a PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

# GUIDE TO PERSONAL BANKING

For more information call us at  
**800.321.DIME (3463)**  
or visit **dime.com**.



Dime Community Bank

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