



## Dime Online Banking Agreement for Personal Account Customers

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

**Introduction.** This Agreement between The 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 clicking the "I accept the terms of this agreement" box on the Online Banking Enrollment page, I accept the terms of this Agreement. You agree, as our Customer, to be bound by the terms hereof 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, established for personal, family or household purposes, which you have or may have at Dime that you have designated for access to the Online Services and which is an Eligible Account. The applicable Account Disclosure Statement also governs each of your Accounts at Dime.
- Account Disclosure Statement means the Dime standard terms and conditions that apply to the applicable Account.
- Agreement means this Agreement, all supplements hereto and all other agreements referred to herein or incorporated by reference herein.
- Available Balance means the balance in an Account after crediting only those deposits that have been collected and made available to Dime, which shall include deposits that have been made available to you under Dime's Funds Availability Schedule.
- Dime, Bank, we, us and our means Dime Community Bank and its various branches.
- Branch means a branch office of Dime.
- Business Day means any day other than a Saturday, Sunday or Bank Holiday.
- Credit Account means one of the Accounts described as a "Credit Account" listed under Eligible Accounts.
- Credit Line means any line of credit you have or may have at Dime that you have designated as a credit line to be accessed under the Dime Online Banking Service.
- Deposit Account means one of the Accounts described as a "Deposit Account" described under Eligible Accounts.
- Dime Business Address means the address listed under Dime Contact Information (see last page of this Agreement) or such other address that Dime shall designate from time to time.
- Dime Online Banking means utilization of the Online Services under this Agreement to conduct banking transactions through the Dime Website.
- Dime Online Banking Customer Support means the customer service representatives at Dime designated to provide Online Banking Customer Support.
- Dime Online Banking Service means the service under which the Online Services described herein are provided, as modified and amended hereunder.
- Dime Telephone Number means the telephone number listed under Dime Contact Information (see the last page of this Agreement) or such other telephone number as Dime shall designate from time to time.

- Dime Website means the website established by Dime on the Internet having the URL address indicated under Dime Contact Information.
  - Electronic 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.
    - 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.
    - 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. 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 Statements ("eStatements") - Choose to have the ability to review your periodic statement information electronically.
  - Stop Payments - Stop Payment on a check drawn on your Checking or Money Market Account provided that we have not already paid the check.
    - New Online Services - Dime may, from time to time, introduce new Online Services and notify you of the existence of these new Online Services as they become available. New Online Services will be made available to you generally, at your election, upon your specific acknowledgment that the terms

contained herein shall apply to those Online Services and further subject to your agreement to be bound by any new conditions required by Dime with respect to such new Online Services.

There are no fees associated with the foregoing services, except as otherwise provided herein.

- **Certain Account Transfer Restrictions.** 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 email address on file with us, as we use this to communicate important security events about your Account to you such as:

- . Internet email address changes (sent to old and new addresses)
- . Adding new transfers

**Documentation.** With certain limited exceptions, Dime will make a receipt available to you at the time you initiate an electronic fund transfer at an electronic terminal, which will set forth the following information, as applicable: (i) the amount of the transfer; (ii) the date the transfer is initiated; (iii) the type of transfer and the type of your Account(s) to or from which funds are transferred; (iv) a number or code that identifies your Account(s) or the access device used to initiate the transfer; (v) the location of the terminal where the transfer is initiated or an identification, such as a code or terminal number; and (vi) the name of any third party to or from whom funds are transferred. For an Account to or from which electronic fund transfers can be made, Dime will send a periodic statement for each monthly cycle in which an electronic fund transfer has occurred, and will send a periodic statement at least quarterly if no electronic fund transfer has occurred. The statement will contain all legally required information.

**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 nor tenant lease security accounts. Electronic statements contain the same information as paper statements. Your browser must support 128-bit encryption. We will send an email to the address on file when eStatements are available asking you to access eStatements through our secure Online Banking site. 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 email address. Unless otherwise prohibited by law, rule or regulation, if the email to you is returned as undeliverable, we may discontinue sending email 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 email 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.

**Notices Regarding Preauthorized Transfers to Your Account.** When a person initiates preauthorized electronic fund transfers to your Account at least once every sixty (60) days, Dime will provide notice to you as follows: (i) Dime will provide oral or written notice of the transfer within two (2) Business Days after the transfer occurs; (ii) Dime will provide oral or written notice, within two (2) Business Days after the date on which the transfer was scheduled to occur, that the transfer did not occur; or (iii) you may call the Dime Telephone Number to determine whether the transfer occurred. Dime may not provide you

notice of a transfer if the payor gives you positive notice that the transfer has been initiated. When a preauthorized electronic fund transfer from your Account will vary in amount from the previous transfer under the same authorization or from the preauthorized amount, the designated payee or Dime will send you written notice of the amount and date of the transfer at least 10 days before the scheduled date of transfer. The designated payee or Dime will inform you of the right to receive notice of all varying transfers, but may give you the option of receiving notice only when a transfer falls outside a specified range of amounts or only when a transfer differs from the most recent transfer by more than an agreed-upon amount.

**Stop Payments for Checks.** 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 damage 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.

**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 Bill Payment 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 a Bill Payment transaction in your Dime Bill Payment Account via Dime Online Banking for any three -month period, Dime reserves the right to disconnect your Bill Payment Service. Please note that it is possible your Bill Payment 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 p.m. 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 p.m. 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.
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.

### **Unauthorized Transfers and other Transactions and Advisability of Prompt Reporting.**

Please tell us at once by calling the Dime Telephone Number or writing to Dime Online Banking Customer Service at the Dime Business Address if you believe that your Online Banking Account Number or your Password has been lost or stolen or that someone has made or may make an Online Banking transaction to or from your Account(s) without your permission. Notifying us by telephone as soon as possible is the best way of limiting your losses.

You could lose all of the funds in your Account(s) plus the maximum available credit of your Credit Line.

1. If your online Password has been compromised or you believe an electronic fund transfer has been made without your permission, and you tell us within two (2) Business Days after you learn of the loss, theft or Password compromise, you can lose no more than \$50 if someone used your online Password without your permission to access an Account. If you do NOT tell us within two (2) Business Days after you learn of the loss, theft or Password compromise, and we can prove that we could have stopped someone from taking money or otherwise using your Password without your permission had you told us, you could lose as much as \$500.

2. If your Account Statement shows transfers or other transactions that you did not make, notify us at once. If you receive an Account Statement showing an Online Banking transaction that you did not make and you do not notify us in writing within 60 days after the paper or online statement was sent to you, you may not get back any money you 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 kept you from telling us, such as extended travel or hospitalization, we will extend the time periods. When you call, write, or email, 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.

3. If you inform us orally of any wrongful use of your Account(s) or of any error on your statement, we will require that you submit your complaint to us in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to thoroughly investigate your complaint or question (except as provided below). If we decide we need to take this additional time, we will (absent certain circumstances) conditionally credit your account for the disputed amount within ten (10) Business Days of receiving the error notice, so you have use of the money while we are completing our investigation. For errors involving new accounts (an account is considered a new account for 30 days after the first deposit is made), Point-of-Sale (POS), or transactions initiated outside of the United States or the Commonwealth of Puerto Rico, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up twenty (20) Business Days to investigate an error and/or credit your account for the disputed amount.

If we ask you to put your complaint or question in writing, and we do not receive the written notification within ten (10) Business Days, we may not credit your account.

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

that we used in our investigation. Dime's record of your Account is binding if there is a difference between Dime's records and your statement.

4. Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, or by Web Browser providers such as Chrome (Google) and Microsoft (Microsoft Explorer or Edge browser), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Neither shall we nor the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, use or maintenance of the equipment.

5. All other questions regarding banking needs and services not related to your electronic fund transfers should be directed to the Branch where your Account(s) resides.

**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 Bill Payment Transmit Date is not at least seven (7) to ten (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 Bill Payment 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 Bill Payment as often as you want. Any Online Banking transfer made from an Eligible Account must not exceed your Available Balance in the Account on the day the transfer is made. You may not schedule a single Bill Payment transaction or a daily total of Bill Payment transactions for more than the amounts indicated in this Agreement under Bill Payment Limits. There are limits imposed by law on the number of transactions you can make from certain accounts. By law, you can make no more than 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.

**Privacy.** Your Online Banking Account information, including information about your Account(s) or the transfers you make, is strictly confidential, and Dime will only disclose such information to third parties under the circumstances described in Dime Privacy Policy (provided separately), as the same may be amended from time to time.

**Additional Information.** If you require any additional information regarding Dime's Online Services or if you have other questions about your electronic transfers telephone us at 1-800-321-3463 (except for 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 Bill Payment, then the monthly statement for your Bill Payment 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 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 we 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 Bill Pay 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 Bill Pay 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 Bill Pay Services, you must notify us and provide your name, address, whether you are discontinuing the Online Banking Services, Bill Pay Services or both, and the effective date to stop the service. When the Bill Pay 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: Dime Direct, 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  
Dime Direct  
P.O. Box 25226  
Brooklyn, NY 11202  
Telephone Number: (800) 321-DIME (3463)  
Website: [www.dime.com](http://www.dime.com)  
Email Address: [DimeDirect@dime.com](mailto:DimeDirect@dime.com)

## **Mobile Banking**

### **End User Terms**

Dime 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 Mobile Banking services. Section A is a legal agreement between you and Dime. Section B is a legal agreement between you and the Licensor.

### **SECTION A**

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

Thank you for using Dime Mobile Banking (“Services”) combined with your handheld’s text messaging capabilities. For help, text “HELP” to 46745. To cancel your plan, text “STOP” to 46745 at any time. In case of questions, please contact customer service at

[DimeDirect@dime.com](mailto:DimeDirect@dime.com) or call 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. You and Dime are solely responsible for the content transmitted through the text messages sent to and from Dime. You must provide source indication in any messages you send (e.g., mobile telephone number, “From” field in text messages, etc.).

**The Dime Mobile Banking Agreement and Terms and Conditions are an Addendum to Dime Online Banking Agreement for Personal Account Customers. Please note: all rules governing Dime’s Online Banking Service also apply to Dime’s Mobile Banking Services.**

#### **Mobile Banking Features**

There are no fees or charges to use Dime’s Mobile Banking services, but the Bank’s standard Account fees will apply and data and messaging rates may apply from your wireless provider. These services are accessible only through Dime’s Online Banking service. Mobile Banking features:

- Obtain balances and transaction information
- View Account history
- Transfer funds between your linked Dime Accounts
- Pay bills
- Receive alerts notifying you of your current balance, deposits, withdrawals, and more
- Make remote deposits to your Dime Accounts
- Contact us via secured messaging for support

## **Definitions**

In this Agreement:

“You”, “your”, and “yours” mean each person who is authorized to have access to your Account(s) through Dime Online Banking;

“We”, “us”, “our”, “Bank” or “Dime” refers to Dime Community Bank;

“Account” refers to the deposit and credit accounts you have designated for use in or access through Dime Online Banking.

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

“Business Day” means any day other than a Saturday, Sunday or federal holiday, in which are facilities are open and available to for you to conduct normal services.

“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 the Service, you must have an Account in good standing at Dime. 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 this Service to access your Accounts using a mobile device. By using the Service, you are agreeing to the terms of this Agreement which supplements the terms and agreements of your Account(s) and Online Banking Agreement to which you have previously agreed.

This Agreement incorporates by reference the terms and conditions of Dime’s Electronic Funds Transfer Agreement and Regulation E Disclosure including but not limited to transaction limits, transaction processing, and system availability.

Mobile Banking is offered as a convenient and supplemental gateway to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to view your Dime account balances, account history, pay bills, transfer funds between Dime accounts, receive alerts, and contact us via secured messaging for support.

## **Use of Mobile Banking**

We may modify, suspend, or terminate your access to Mobile Banking, 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 Mobile Banking 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.

## **Deposit and Credit Agreements and Periodic Statements**

The terms and conditions in this Agreement are in addition to any deposit Account, credit Account or other agreement you have with us relating to your Accounts, including any disclosures made pursuant to such agreements. Such agreements are incorporated by reference into this Agreement.

You will continue to receive periodic statements for your Accounts. Any transfers or bill payments you authorized to be made using Mobile Banking 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 Mobile Banking.

## **Mobile Banking Requirements and Limitations**

Mobile users 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 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 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 Mobile Banking Agreements**

You agree that, when you use Mobile Banking, 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 Mobile Banking (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 Mobile Banking services on all wireless communication devices. Dime Mobile Banking is supported on most phones with a mobile web browser that supports cookies. In addition, the mobile application is available for many smartphones and tablets including: iPhone®, iPad®, and Android® devices. When using Mobile Banking, 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 Mobile Banking 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 Mobile Banking.

Accordingly,

**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 Mobile Banking. You agree not to leave your mobile device unattended while logged into Mobile Banking 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 Mobile Banking 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 Mobile Banking has been duly authorized by you to access Mobile Banking 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 the 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 the Service either temporarily or permanently in situations where it is deemed appropriate in our sole and absolute discretion. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

You may terminate your use of the Mobile Banking service by giving notice of the termination to us ten (10) days prior to the termination date. If you terminate Mobile Banking, you authorize us to continue to make any transfers and bill payments that you had previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your Accounts, including any transfers or payments you have previously authorized.

### **Right to Privacy – Disclosure of Account Information to Others**

We have adopted a Privacy Policy and have provided to you our Privacy Policy Notice. You may request a copy of our Privacy Policy Notice at any time.

To view our Privacy Policy, simply visit the following URL on your web browser.

<https://www.dime.com/Site/PrivacyPolicy/Content.aspx>

## **REMOTE DEPOSIT SERVICE (“RDS”)**

This section contains the terms and conditions for the use of Dime’s consumer Remote Deposit Services (“RDS”) that Dime may provide to you. Other agreements you have entered into with Dime, including the Account Terms and Conditions (Guide to Personal Banking) and Online Banking Agreement, as applicable to your Dime Account(s), are incorporated by reference and made part of this Agreement.

### **1. Service**

RDS is designated to allow you to make deposits to your checking, statement savings, or statement money market Accounts from home 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. Hardware and Software Requirements**

In order to use RDS, you must obtain and maintain, at your own expense, compatible hardware, and software as specified by Dime from time to time. You are responsible for providing your own hardware and software (“Access Device”) to access RDS. You are also responsible for the charges of any wireless network or internet service provider you may utilize in accessing RDS.

### **4. 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 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 “Substitute Checks” as defined by federal law or Image Replacement Documents (as that term is defined by the Check Clearing for the 21st Century Act, also known as Check 21) that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you agree to reimburse us for any losses, costs and expenses we may incur associated with warranty, or indemnity claims. If you provide us with an Image Replacement Document of a substitute check for deposit into your Account instead of an original Check, you agree to reimburse us for losses, costs, and expenses we incur because the substitute check resulting from the Image Replacement Document does not meet applicable substitute check standards and/or causes duplicate payments.

- You agree that using RDS to transmit an image of a check to Dime for deposit to your Account shall be deemed the presentment of an "item" to Dime for payment within the meaning of Articles 3 and 4 of the Uniform Commercial Code 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;
- 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 in this Agreement; or
- m) Any check that has previously been submitted through RDS or through a remote deposit capture service offered at any other financial institution.

## **5. 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 MICR line
- 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.

## **6. 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.

## **7. 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. For purposes of this Agreement, a business day is Monday through Friday, excluding all holidays recognized by the federal government.

## **8. Presentment**

The manner in which items are cleared, presented for payment, and collected shall be in Dime's sole discretion 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.

## **9. Deposit Limits**

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.

The current dollar limits, for check deposits made using RDS, are \$2,500 per business day and \$5,000 in any 25 consecutive calendar-days period. The current item limits are 10 items per business day and 20 items in any 25 consecutive calendar- day period.

## **10. Errors**

You agree to notify Dime of any suspected errors regarding items deposited t h r o u g h 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) Sending a secure electronic message to DimeDirect using Dime Online Banking (DimeDirect@dime.com);
- b) 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
- c) Writing to us at: Dime Community Bank, P.O. Box 25226, Brooklyn, NY 11202.

#### **11. 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.

#### **12. 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 if 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.

#### **13. 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.

#### **14. Ownership and License**

You agree that Dime retains all ownership and proprietary rights in RDS, associated content, technology, and websites. Your use of RDS is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement shall immediately terminate your right to use RDS. Without limiting the restriction of the foregoing, you may not use RDS (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Dime's business interest, or (iii) to Dime's actual or potential economic disadvantage in any aspect. You may use RDS only in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide RDS.

#### **15. 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.

## **16. 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.

## **17. 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 Personal Account Customers

[https://www.dime.com/site/RelatedFiles/Dime\\_eBankingforConsumersAgreement.pdf](https://www.dime.com/site/RelatedFiles/Dime_eBankingforConsumersAgreement.pdf)

- Dime Guide to Personal Banking

[https://www.dime.com/site/RelatedFiles/9907\\_Guide\\_Rev.pdf](https://www.dime.com/site/RelatedFiles/9907_Guide_Rev.pdf)

## 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”).
2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive 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

## SECTION C

### Out-of-Band Authentication SMS Text Message Terms of Use

1. Your wireless carrier's standard messaging rates apply to SMS correspondence. Dime Community Bank does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier.
2. You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.
3. We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow.
4. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.
5. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and

to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

6. The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.

7. The service is available only in the United States.

8. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.

9. If you have any questions, visit [dime.com](http://dime.com) and click on Contact Us. You can also text the word HELP to 46745 to get additional information about the service. If you receive a message from us unexpectedly, you can text the word STOP to 46745. We do not charge for help or info messages; however, your normal carrier rates apply.