



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's 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
- (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.
- (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

Email Address: DimeDirect@dime.com