



## **Important information regarding Business eStatements**

- You must be enrolled in Business Online banking in order to receive statements electronically (eStatements).
- Once you are signed up to receive eStatements, you will receive an email each time a new statement is available. E- statement notifications will be delivered to the most current e-mail address provided to the Bank. You may change your e-mail delivery address by notifying a Dime Support Representative at any time.
- If you choose eStatements, the statements that were previously bundled with another checking or savings account will continue to be bundled together.
- Business eStatement requests from any owner/signer/Administrator will be accepted as the customer's statement delivery choice on behalf of all owners/signers/Administrators, and paper statements will be discontinued for all business/commercial accounts unless otherwise specified. You can revoke this consent at any time by contacting your local Branch.
- eStatements will be available in online banking for 24 months. Should you require copies of older statements, please contact your branch.
- Adobe Acrobat Reader is needed to view eStatements.



**Business E-Statement Enrollment Form**

**Company Name:** \_\_\_\_\_

**Company #** \_\_\_\_\_

**List of Accounts to enroll in E-Statement**

<i>Include account names and numbers</i>	

**Email Address for Notification:** \_\_\_\_\_

**Owner/Authorized Signer Name:** \_\_\_\_\_

By signing this authorization, I/We authorize Dime Community Bank to discontinue sending paper statements. All commercial accounts listed above with Dime Community Bank will be included for this service, unless otherwise specified.

**Owner/Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



### **Agreement for Electronic Delivery.**

BY ACCEPTING THE TERMS OF THIS AGREEMENT FOR ELECTRONIC DELIVERY AND OTHER NOTICES ("AGREEMENT") YOU AGREE TO RECEIVE DISCLOSURES AND OTHER INFORMATION ABOUT THE ACCOUNTS AND SERVICES OFFERED BY DIME COMMUNITY BANK ELECTRONICALLY. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY RECEIVE REQUIRED DISCLOSURES AND AGREEMENTS, ESTABLISH DEPOSIT ACCOUNTS, AGREE TO UTILIZE VARIOUS SERVICES AFFECTING SUCH ACCOUNTS, AND RECEIVE AND/OR AGREE TO AN AMENDMENT OF ANY OF THESE DOCUMENTS ELECTRONICALLY. YOU MUST CONSENT TO RECEIVE THE DISCLOSURES AND AGREEMENTS ELECTRONICALLY, PROVIDE ELECTRONIC SIGNATURES AS MAY BE REQUIRED, AND HAVE THE ABILITY TO RECEIVE, PRINT AND/OR SAVE THE ELECTRONIC VERSIONS OF THEM, AS EXPLAINED BELOW.

### **Definitions**

This Agreement sets forth the terms and conditions under which you will receive initial disclosures and agreements when opening an Eligible Account (as defined below) and may elect to receive the periodic statement, legal notices and other communications for your enrolled Eligible Accounts electronically instead of in paper form. The words "Customer", "you" and "your" refer to the client who agrees below to the terms and conditions of Agreement. The words "Bank", "we", "us" and "our" refer to Dime Community Bank. "eStatement" means the service by which periodic statements, legal notices and other communications for Eligible Accounts are delivered to you electronically instead of in paper form. "Business Day" means any day that is not a Saturday, Sunday or banking holiday. All words used in, but not defined in, this Agreement shall have the meanings ascribed to them in your Business Terms and Conditions.

### **Scope of Agreement**

This Agreement establishes the terms and conditions of the electronic delivery of disclosures, agreements, and notices about your Eligible Accounts through this website and any other website maintained by the Bank from time to time (each, the "Site"). By providing your consent and agreement to this Agreement, as provided below, you agree to receive all disclosures and agreements presented to you during any application you make for an account or service with Dime at any Sites. You agree that this Agreement provides the terms and conditions under which you may receive required disclosures and agreements in connection with: (i) opening Eligible Accounts; (ii) utilizing various services affecting your Eligible Accounts that require separate enrollment; (iii) receiving and/or agreeing to an amendment of any documents provided to you electronically; and (iv) enrolling in the eStatement service.

### **Eligible Accounts**

All commercial deposit accounts including checking, savings, insured money market, and certificate of deposit ("CD"), available to be opened electronically (each, an "Eligible Account") as offered on the Site which may change from time to time. All commercial deposit accounts, and loans/lines serviced by Dime directly that receive a periodic statement can be enrolled in eStatements (e.g., CD accounts do not receive statements). In addition, we reserve the right to provide information and notices about any Eligible Account to you by non-electronic (i.e., paper) means.

**Enrollment for eStatements**

You may enroll in the eStatement service during account opening, or subsequently by completing a secure Enrollment Form while logged into the Site. As with periodic statements in paper form, each account owner can enroll in eStatements. When any account owner enrolls an Eligible Account in the eStatement service, a paper version of periodic statements will no longer be issued for such accounts. The transfer to electronic delivery will be effective beginning with the next periodic statement once we have had a reasonable time to act.

**Delivery of eStatements** We will send you a notice informing you that the periodic statement, legal notices or other communications for your enrolled Eligible Account(s) is available for you to access and/or download ("eStatement Notice") to the electronic mail (e-mail) address on file for you, or which you may change from time to time. You understand and agree that we shall issue an eStatement Notice to the e-mail address in our file that you have designated for this purpose and will not use any alternative e-mail address, even if we may have one in our files for you. You agree further agree that if we send an e-mail message to you that is returned as undeliverable or for any other reason, we may continue to send eStatement Notices to this e-mail address and this will satisfy our obligations to provide you with periodic statements and other notices. Provided we have an e-mail address for them, all joint account owners will receive such delivery notices. It is your responsibility to notify us if your e-mail address changes or if you can't retrieve your eStatements. You can change your email address while logged into the Site or in person at one of our branches.

**Accessing and Retaining eStatements and Other Notices**

Your periodic statement, along with any related legal notices and other communications, will be made available to you through the online banking Site in portable document format ("PDF"). You will hereby acknowledge and agree that you possess Adobe Acrobat Reader (or similar compatible technology) that enables you to view, print, and/or save these PDF documents. You further understand and agree that we reserve the right to require you to obtain a different type of technology from time to time. Your periodic statement for the current month and up to seventeen prior months will be available to you online.

**Unenroll from eStatements and Other Notices**

Any authorized signer can unenroll your Eligible Accounts from the eStatement service at any time by: 1) completing a secure message while logged into online banking 2) calling Treasury Management Support at 631-723-7620) 3) visiting your branch

The delivery of your periodic statement by regular mail will commence beginning with the next periodic statement after we have had a reasonable time to make the change.

In addition, you understand and agree that any authorized signer may re-enroll the Eligible Account after unenrollment.

**Amendment to Agreement**

The terms and conditions of this Agreement constitutes the agreement by you to use the services described herein and may be modified or amended by us from time to time. Unless otherwise required by applicable law or regulation, we may amend this Agreement without prior notice to you. If we choose to notify you of an amendment or are required to do so by law, we may ask you to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to you at the e-mail address we have on file for you. Your continued use of the Sites and/or eStatement service following any such notice of a change shall constitute the confirmation of your agreement to it.

## **Miscellaneous**

If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be invalidated or otherwise affected. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement represents the sole and exclusive agreement between you and us regarding the services at the Site to which it applies and merges and supersedes all previous and contemporaneous written or oral agreements regarding the subject matter hereof. You may not assign or transfer this Agreement to any other party.

## **Consent and Acceptance of the Agreement**

**Information Provided Electronically.** In order to use the electronic delivery services offered at the Site, including but not limited to the eStatement service, you must consent electronically to receive and accept the terms and conditions of this Agreement and amendments to it. You may withdraw your consent and Unenroll from eStatements and Other Notices as explained above. **Required Equipment.** In order to use the service and to view and retain a copy of the terms and conditions contained in the Agreement, you must have a computer equipped with at least: a browser with 256-bit SSL encryption; Adobe Acrobat or similar software to open and read PDF files; and either a printer or a disk drive or other storage device. You can also obtain a printed copy of this Agreement by calling 1-800-321 DIME (3863) at no charge.

## **Termination of Service**

We reserve the right to terminate this service at any time at our sole discretion without your written or verbal consent and without any advanced notice.

## **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you under this Agreement. We do not and cannot warrant that eStatements will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through eStatements.