**BY USING ANY OF NORTHEAST COMMUNITY BANK'S ONLINE BANKING SERVICES (AS DESCRIBED HEREIN), YOU AGREE TO BE BOUND BY AND FULLY COMPLY WITH EACH AND EVERY PROVISION OF THIS ONLINE BANKING SERVICES AGREEMENT.**

# BUSINESS ONLINE BANKING SERVICES AGREEMENT

THIS BUSINESS ONLINE BANKING SERVICES AGREEMENT states the terms and conditions that apply when you use NorthEast Community Bank's Online Banking Services (Business Online Banking – Cash Management Product). These terms and conditions are in addition to those that otherwise apply to any accounts you have with us or any other services by us for you. You must also follow all of our instructions, procedures, and policies applicable to Online Banking Services.

You acknowledge that not all features and services may be available and/or that not all users may be eligible for all features and services. If any feature or service is made available to your account, you agree to the applicable terms and conditions for each feature and service. We may request additional documentation from you prior to granting access to a respective feature.

You acknowledge and agree that any person using online banking services must be at least eighteen (18) years old. Persons under eighteen (18) years old are prohibited from using or accessing online banking services.

Acceptance and Amendment of this Agreement.
You agree to all of the provisions of this Agreement and each amendment to this Agreement by any and all of the following means: (a) using our Online Banking Services to perform any transaction; (b) causing your company representative to consent to this Agreement, if you are a business entity; and (c) completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically.

Your electronic consent or use of our Online Banking Services has the same effect as if you had signed this Agreement with your physical signature or that of your authorized company representative.

Your electronic consent or use of our Online Banking Services is also your acknowledgement that you have read this Agreement in electronic form. If you would like to have a paper copy of this Agreement, please contact us by telephone at 1-866-287-7500 or write us at NorthEast Community Bank, 325 Hamilton Ave. White Plains, NY 10601 and we will mail a paper copy to you.
We may amend this Agreement at any time. We will comply with any notice requirements under Applicable Law for such changes. If Applicable Law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice, which methods may include without limitation sending electronic notice or posting such amendment on the Web Site. The use of the Online Banking Services by you, or any other authorized user after the effective date of any such amendment shall constitute an acceptance by you of such amendments to this Agreement. You shall be responsible for establishing an internal procedure for reviewing the Web Site and any messages sent by us to you through Online Banking Services on a regular basis to obtain timely notice of amendments to this Agreement. You agree not to contest the validity or enforceability of this Agreement as amended per this Section. The course of dealing among the Parties shall not modify or amend this Agreement in any respect.

You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

Explanation of Certain Terms.
For purposes of this Agreement, the following terms and all variations thereof (including the singular, plural, and possessive and the past, present, and future tense) shall have the following meanings:

"ACH Rules" means the rules of the National Automated Clearing House Association and any other relevant clearing house associations, as amended from time to time.

"Agreement" means this Online Banking Services Agreement and any amendments made in accordance with the provisions of this Agreement.

"Applicable Law" means the constitutions, statutes, codes, ordinances, rules, regulations, orders, decisions, judgments and decrees of any governmental authority of the State of New York and any other governmental authority having jurisdiction over the Parties.

"Bank", "we", "us", "our" mean NorthEast Community Bank and any other person or legal entity whom we designate to provide Online Banking Services.

"Business Account" means an account that is not a Consumer Account.

"Business Day" Business days are defined as Mondays through Fridays except federal holidays.

"Connected Accounts" shall mean and refer to any one or more of the deposit, loan, or other accounts designated by you for use in connection with Online Banking Services.

"Connect" your account(s) means to enable you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

"Consumer Account" means an account established primarily for personal, family, or household use.

"Customer, "you", and "your" mean an individual person or business entity that we permit, or they permit to use Online Banking Services.

"Customer Account" means any one or more of the loan, demand deposit, time deposit, savings, money market, or other accounts held by Customer at Bank.

"Fees and Expenses" means: (a) any fees or expenses identified on the fee schedule established by us, as may be amended from time to time by sending notice or posting such amendment on the Web Site; (b) overdrafts and overdraft fees; (c) fees and expenses relating to the Connected Accounts or any other Customer Account; (d) transaction fees; (e) any and all fees or charges incurred by you or us to third parties that are related to use of the Web Site or the Online Banking Services; (f) attorneys' fees paid or incurred by us to enforce or interpret any provision of this Agreement; (g) attorneys' fees paid or incurred by us if we shall file or commence any litigation to protect our rights with respect to you, the Online Banking Services, or to enforce any provision of this Agreement; (h) auditing and investigation fees; (i) any fees and expenses regarding the Required Technology; (j) all those fees and expenses identified in this Agreement; (k) late fees; and (l) all other expenses paid or incurred by us on behalf of you in connection with this Agreement.

"Master User" shall mean and refer to the individual designated by you to be responsible for supervising use of the Web Site and the Online Banking Services. This term is interchangeable with Company Administrator and Administrator.

"Online Banking Services" shall mean and refer to such services provided by Bank, from time to time through the Web Site or through any Required Technology, as contemplated by this Agreement. Such services may include but are not limited to the following: Online Account Services, Stop Payment Services, Funds Transfer Services, External Funds Transfer Services, Voice Banking Services, Mobile

Banking Services, Third Party Transfer Services, Online Statement Services, ACH Transfer Services, Wire Transfer Services, Bill Pay Services, Remote Deposit Capture Services, and any or all other offered Finance Services, including those offered via a Third Party, and Transfer Authorization Services. Such services may be provided during the Term as further defined in this Agreement.

"Party" means one or more of you and us.

"Person" means any individual, business or other corporate entity, trust, trustee, personal representative, executor, receiver, liquidator, or other person.

"Required Technology" means the computer and communications hardware, software, web internet access, communications services, or other technology necessary to access and use Online Banking Services in accordance with this Agreement.

"Security Devices and Procedures" shall mean and refer to any user ID, password, code, mobile access code, authorization number, confidential information, encryption key, token, confirmation or tracking number, method, protocol, or any other information, control, identifier, document, program, mechanism, or procedure used to gain access to, verify, or protect the security and operation of the Web Site, the Online Banking Services, or other sensitive information.

"Sub-User" shall mean and refer to any one or more individuals authorized to use the Web Site or Online Banking Services by the Master User.

“Term” shall mean and refer to the term of this Agreement as set forth in this Agreement.

“Transfer” shall mean any direct or indirect, voluntary or involuntary, sale, purchase, assignment, pledge, conveyance, delegation, assumption, abandonment, or other change in ownership or possession of any kind, character, or description.

”Unauthorized Use" shall mean and refer to any of the following uses or activities regarding the Web Site or the Online Banking Services: (a) any Master User or Sub-User account being used for access by more than one individual; (b) any Person exceeding the scope of the authority granted such Person by you; (c) any use or access in violation of the terms of any loan or agreement between you and us; (d) sending any transmission to us containing errors; (e) any use or access that is in violation of Applicable Law or that may reasonably be expected to subject us to investigation, prosecution or legal action; (f) any use or access related to a failure or defect in Required Technology; (g) any action resulting in an overdraft of any Customer Account; (h) any involuntary use or access; (i) any use or access resulting from a failure to maintain confidentiality of or observe any Security Devices and Procedures; (j) any use or access that is not solely for conducting your business with Bank; and (k) any use or access by any Person other than a Sub-User or the Master User.

“Web Site” shall mean any one or more of www.necb.com.and any individual internal web page linked from the foregoing sites and established and maintained by NorthEast Community Bank The term “Web Site” shall not include any web site not controlled and maintained by NorthEast Community Bank.

Online Banking Services.
We may provide Online Banking Services to you during the Term from time to time as described in this Agreement. You understand and agree that we may, and you authorize us to, provide Online Banking Services through one or more third-party vendors. This Agreement does not apply to services provided under separate agreements with third party vendors that do not specifically reference this Agreement or that are not specifically referenced in this Agreement.

Such instructions are part of this Agreement. Please note that during your use of Online Banking Services, we may provide you with additional requirements and limitations regarding the use of Online Banking Services through the system by which we may provide Online Banking Services. You agree to be bound by any and all such additional requirements and limitations. You also agree to be bound by any and all of our published policies and procedures, whether published on the Web Site, through the Online Banking Services, or otherwise. Any and all such policies and procedures shall be a part of this Agreement.

Types of Online Banking Services.
You, or someone you have authorized by giving them access to your login information, password, or other Security Devices and Procedures (even if that person exceeds your authority), can instruct us to perform the following transactions: (a) transfer funds between Connected Accounts; (b) obtain information that we make available about Connected Accounts; and (c) obtain other services or perform other transactions that we allow, as discussed in this Agreement. You hereby authorize us to process and execute any and all requests, payment orders, or other transactions initiated by you through Online Banking Services. The following are the types of Online Banking Services we may provide under this Agreement:

Online Account Services. We may allow you to obtain an overview and history of your Connected Accounts with our Online Account Services. You may also view recent online and other account activity for your Connected Accounts and send secure messages to us requesting account information or making other inquiries. Other features we may offer through Online Account Services are allowing you to change the way information is displayed through Online Banking Services, change your password and login information, and set automated alerts for certain events occurring with respect to your Connected Accounts.

We may also allow you to download information regarding Connected Accounts to your systems for use with your third party financial management software that may be offered as part of the Online Banking Service please note, we cannot control and are not responsible for such information or your use or storage of such information after downloading from our systems.

Information you obtain about your Connected Accounts using our Online Banking Services may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Stop Payment Services. We may allow you to initiate stop payment requests through our Online Banking Services. You may place a stop payment on any check you have written or that has not already been processed by us for payment. The required information for a stop payment request must be entered as displayed in the Online Banking Service. If you do not give complete, exact information, we assume no responsibility for stopping payment. The stop payment request must be received in time to give us a reasonable time to act upon it. If the item is an electronic transfer (ACH or otherwise), we must receive this notice at least three (3) Business Days preceding the scheduled date for the payment of the item. We cannot stop payment on an electronic fund transfer resulting from a point-of-sale transaction. Stop payments received before 5:00 p.m. on a Business Day are intended to be processed on the day received. A stop payment request for a check must be received before the check has been presented for payment. A stop payment order is effective for six (6) months unless renewed through Online Banking Services or in writing before the expiration of the six (6) months. If the stop payment request is not renewed before the expiration of six (6) months, it will automatically terminate, and the Bank is free to pay the check or other item. If you submit a stop payment order via the Online Banking service, We may consider that order to be confirmed as a record for the order. In such an instance, you hereby agree to waive any and all claims against us with respect to the stop payment request or the check or other item itself and you further agree to indemnify and hold the us harmless with regard to any and all claims involving the stop payment request and the applicable check or other item. You agree to pay a stop payment fee for each new stop payment request and each renewal of a stop payment request processed through Online Banking Services. Refer to the schedule of Charges / Fee schedule that was provided at account opening for any applicable stop payment fees.

To stop a payment, you may also call or write us at the phone number or address listed in the Section titled “Notice”, or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request three (3) Business Days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing and have it delivered to us within fourteen (14) days after you call.

Funds Transfer Services. This Section applies to internal funds transfers to and from accounts held with us and to external funds transfers to or from accounts held with other depository institutions. To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers and one-time funds transfers in accordance with the request that is made. We may reject preauthorized recurring fund transfers that vary in amount. You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

If any Connected Accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, may be limited for any specified period. You may not transfer from a passbook account via the Online Banking Service.

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. Please note that for external fund transfers, the time for completion and posting of the transfer may be extended due to processing times and delays by other financial institutions and intermediaries and for transfers to other countries. We will not be responsible for any delay regarding a funds transfer due to any processing time or delay of other financial institutions and intermediaries or relating to a transfer of funds to another country.

Each transfer will be posted to any Customer Account from which it is initiated, and to any other Customer Account that is involved in the transaction, on the Business Day on which the transfer is completed. We will promptly process an internal transfer in real time, however, if the transfer is submitted after our cut-off time, the posting date may be reflected as the next business day. Our online banking cut-off time is 7:00 p.m. EST (Eastern Standard Time)

If you want to change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking Services no later than the day before the Business Day the transfer is scheduled to be made, and either delete it or make the change.

You may also call or write us at the phone number or address listed in the Section titled “Notice”, or by using any method which we provide for changing transfers. If you call or write, you must do this in time for us to receive your request three (3) Business Days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing and have it delivered to us within fourteen (14) days after you call.

External Funds Transfer Services. We may allow you to Connect external accounts (accounts held at depository institutions other than us) that you own or for which you have unlimited authority to initiate deposits and withdrawals. By Connecting an external account, you authorize us to initiate automated clearinghouse debit or credit entries to such external account. By Connecting an external account, you also certify that you are an owner or authorized on the external account with unlimited withdrawal or deposit rights on the depository institution’s records, to originate transfers to or from the account. You agree to provide us written documentation of your ownership of or unlimited authority regarding such external Connected Accounts, as applicable, upon our request. You are required to notify us if any external Connected Account is closed or your withdrawal rights are limited or removed so such external Connected Account may be un-Connected from Online Banking Services. You acknowledge that all transactions involving external Connected Accounts must comply with Applicable Law. The offsetting entries for any transfer to or from an external Connected Account must be made to or from a Connected Customer Account. Transfers between external Connected Accounts are prohibited. When initiating a transfer to or from an external Connected Account, if you are not an owner of such account, you certify that you have full authority to initiate such transfer and that such transfer has been authorized by any and all necessary Persons.

Voice Banking Services. We may allow you to access our Voice Banking Services by calling our voice banking system at the following telephone number: 1-877-GO 4 NECB (1-877-464-6322). Please note you will need to be calling from a touch tone phone to access and use Voice Banking Services. Our Security Devices and Procedures may also require you to provide certain account information, login information, or PIN numbers to access Voice Banking Services. Through our Voice Banking Services, we may allow you to obtain information for your accounts and our branch hours and locations. In addition, we may also allow you to make transfers between your Connected Customer Accounts. You understand and agree that we cannot control your physical environment to prevent interception of or eavesdropping on the contents of calls to our voice banking system and that, if you fail to use adequate internal Security Devices and Procedures, as required by this Agreement, your use of cordless and cellular telephones may not be secure. By accessing our Voice Banking Services, you assume any and all risk associated with your use of cordless and cellular telephones in connection with Voice Banking Services, including but not limited to the risk of interception of and eavesdropping on the contents of your calls to our voice banking system.

Mobile Banking Services. We may allow you to access certain of our Online Banking Services through a mobile or smartphone software application or other Required Technology. Certain of our Online Banking Services may be unavailable or limited when you use Online Banking Services with a mobile device or smartphone. Please note you will have to comply with any minimum hardware and software compatibility requirements established by any software vendor in connection with any such mobile or smartphone software application or other Required Technology. We may also require you to register each mobile device, smartphone, or other Required Technology with which you intend to access Mobile Banking Services. As with any other Required Technology, you are required to comply with the provisions of any and all license agreements regarding your use of any mobile or smartphone software application used to access Mobile Banking Services. Our Security Devices and Procedures may also require you to provide certain account information, login information, or PIN numbers to access Mobile Banking Services. You understand and agree that we cannot control your physical environment to prevent interception of the contents of transmissions to and from your mobile device, smartphone, or other Required Technology in connection with your use of Mobile Banking Services. You understand that if you fail to use adequate internal Security Devices and Procedures, as required by this Agreement, your use of a mobile device, smartphone, or other Required Technology may not be secure. By accessing Online Banking Services through Mobile Banking Services, you assume any and all risk associated with your use of mobile devices, smartphones, or other Required Technology in connection with Online Banking Services, including but not limited to the risk of interception of the contents of your transmissions to and from our systems. You understand and agree that for any mobile device, smartphone, or other Required Technology that you want to use with Mobile Banking Services, you must enable and use a key lock, passcode, or other software locking process to restrict use of such Required Technology. You understand and agree that each time you finish your use of Mobile Banking Services you are required to completely exit and terminate the software application or any other program you used to access Mobile Banking Services. You also understand and agree that you are required to notify us immediately if any mobile device, smartphone, or other Required Technology used to access Mobile Banking Services is lost or stolen. To the maximum extent permitted by Applicable Law, we will not be responsible for your failure to use any of the foregoing Security Devices and Procedures.

Third Party Transfer Services. We may allow you to send funds to third party recipients using such third party's email address or mobile telephone number. We may provide such services through a vendor, and you authorize us to deliver any and all financial information necessary to complete transactions initiated through Third Party Transfer Services. Please note that we may impose dollar amount, frequency, and other limitations on such third-party transfers from time to time. You understand and agree that if we allow you to make such third-party transfers, we may suspend, restrict, or cancel any such third-party transfer if we reasonably suspect fraud, theft, or Unauthorized Use. You acknowledge and agree that any Person with access to the email account or mobile telephone number you supply to us, or any device used in connection with such email account or mobile telephone number, will have the ability to claim the funds sent via Third Party Transfer Services, even if such Person is not whom you intended to receive such transfer. You agree that we will not be responsible for ensuring any funds sent via Third Party Transfer Services are claimed by the recipient. If any funds sent via Third Party Transfer Services are not claimed within any time period established by us from time to time, you agree that we may reverse such transfer and credit the applicable funds to the Connected Account from which such transfer was sent. If we do so, we will not be liable for (a) any interest that may have accrued on such funds or (b) Fees and Expenses charged with respect to any Connected Accounts, during the time such funds were unclaimed.

Online Statement Services. We may allow you to elect to receive periodic statements for your Connected Customer Accounts electronically through Online Banking Services. You may make such election by logging into Online Banking Services, accessing the e-Statements Online Statements feature, and following the instructions provided.

By initiating an electronic request through Online Banking Services for delivery of Online Statements, you (a) consent to receiving the electronic format of periodic statements and agree that we may stop delivering paper periodic statements by mail for the Customer Accounts indicated in your electronic request, (b) you agree that you are able to view and download Adobe PDF files, and (c) you are required to update and download any software updates or other Required Technology in connection with any upgrade or modification to the PDF file format.

For joint account holders, any consent or withdrawal of consent to receive Online Statements by any one of you will be effective for all of you. By initiating a request to receive Online Statements you also agree to electronically receive any communication normally provided in the periodic statements, including contract change in terms, our Customer Information Privacy Notice, and other notices that may be required by law.

If you have "Combined Statement" accounts, then you have chosen to receive the transaction detail for those accounts on one “Full Activity” periodic statement. If you want to receive Online Statements for any account that appears in a Full Activity periodic statement you must agree to receive the Online Statement not only for the account you have chosen, but also for all accounts that appear in the Full Activity periodic statement. If you desire not to receive Online Statements for all accounts listed in a Full Activity periodic statement, you must contact us to request that an account be removed from the Full Activity periodic statement, and after we have processed your request in our ordinary course of business, you will receive a separate periodic statement for each of the removed accounts. In addition, by withdrawing your consent to receive Online Statements for any account that appears in a Full Activity periodic statement, you will also withdraw your consent and remove all of the Combined Statement accounts that appear in the "Full Activity" periodic statement from the Online Statements service. If, in the future, if you link additional accounts to the Full Activity periodic statement, then your consent to receive Online Statements acts as your consent to receive Online Statements for those additional Combined Statement accounts as well.

If you receive Online Statements for a Full Activity periodic statement and later remove an account from appearing in the Full Activity periodic statement, your consent to receive Online Statements for the Full Activity periodic statement is also your consent to receive Online Statements for any account subsequently removed from the Full Activity periodic statement.

If you open a new account after the date you elected to consent to receive any Online Statements, we will not automatically set that account up for the Online Statements service unless you instruct us otherwise you may do so in person or by calling us toll free at the number listed in the Section titled “Notice”. Unless you have consented to receive Online Statements for such stand-alone accounts, you will continue to receive a separate periodic paper statement explaining the transaction detail for those accounts. If you choose to withdraw your consent and stop receiving Online Statements for the Full Activity periodic statement, then you will no longer receive that summary balance information via Online Statements.

For stand-alone accounts, you may currently receive a periodic paper statement with transaction detail for that statement period only for that account. You may enroll to receive an Online Statement in lieu of your paper periodic statement for a stand-alone account if the account is a personal checking, savings, or money market account with us, and you consent to receive Online Statements for that account.

If you have consented to receive Online Statements, you must access Online Banking Services through the Web Site to get your Online Statements. You may receive notification via email that one of your accounts has a new statement available for viewing.

If you consent to the delivery of Online Statements for an account, we will no longer provide you with periodic paper statements for that account (except for the next periodic statement you receive after enrolling in Online Statements will be sent by mail and will also be available online.) You may obtain paper copies of your Online Statements by printing them yourself from the Online Banking Service or by saving a copy to your device and printing later. You may also request a copy from us by calling us at the toll-free number listed in the Section titled “Notice”, but you may be charged a fee when we mail you a copy of your periodic statement.

You may withdraw your consent to receive Online Statements at any time by changing your Online Statement preferences through the “Delivery” feature of Online Banking Services by calling us toll free at the number listed in the Section titled “Notice”. Also, if this Agreement is terminated or we deactivate the Master User’s login account (for any reason), we will begin sending you paper periodic statements beginning in the month following the month of termination or deactivation.

If your email address changes, you must contact us and provide us with your updated e-mail address. You may also update your email address by calling us at the toll-free number listed in the Section titled “Notice”.

If you want to receive Online Statements again after you have withdrawn your consent for Online Statements, you must complete the consent process again and reconfirm your ability to access Online Statements through Online Banking Services.

ACH Transfer Services. We may limit access to this service. Your transfers and payments to external accounts outside the Bank may be completed by automated clearing house entries. You understand and agree that you are prohibited from using Online Banking Services to initiate a payment from an external account outside Bank to a Connected Account unless you own or have unlimited transfer and withdrawal authority with respect to such external account. You agree to be bound by the ACH Rules with respect to all such transfers and payments. You will be considered the originator of your automated clearing house entries under the ACH Rules. You agree not to initiate automated clearing house entries that violate Applicable Law, including but not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It is your responsibility to obtain information regarding OFAC enforced sanctions. You may obtain further information from the OFAC Compliance Hotline at (800)540-OFAC. Except for the entries we create to carry out your transfer and payment requests, this Agreement does not allow you to originate any other types of automated clearing house entries. We may terminate or suspend this Agreement immediately if we believe you have breached the ACH Rules. You agree that we may audit your compliance with this Agreement, the ACH Rules, and any other as requested from time to time. By initiating a funds transfer through Online Banking Services, you certify that such transfer complies in all respects with Applicable Law and the ACH Rules.

You shall, not later than the settlement time as established in the ACH Rules, cause immediately available collected funds to be deposited in the applicable Connected Customer Account in satisfaction of credit entries initiated by you through us. You authorize us to debit the applicable Connected Customer Account on the applicable settlement date in the amount of each entry initiated by you.

With regard to credit entries subject to Article 4A of the UCC: (a) credit entries may be transmitted through the ACH system governed by the ACH Rules; (b) as between you and any Person other than us, your rights and obligations concerning credit entries shall be governed by and construed in accordance with the laws of the State of New York; (c) credit given by a receiving depository financial institution to a receiver for credit entries shall be provisional until such receiving depository financial institution has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in the ACH Rules, and (d) in the event any receiving depository financial institution does not receive such payment for credit entries, such receiving depository financial institution shall be entitled to a refund from the receiver in the amount of the credit to the receiver's account, and the originator will not be considered to have paid the amount of the credit entry to the receiver. The cut-off time for ACH services is 2:00 p.m. EST (Eastern Standard Time)

Wire Transfer Services. We may limit access to this service This Section may not apply to all accounts. We may allow you to make wire transfers through Online Banking Services during the term of this Agreement. We send outgoing and receive incoming wire transfers through the Federal Reserve Wire Service or other third-party financial institutions, as selected by us from time to time. All wire transfers made pursuant to this Agreement are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, and all other Applicable Law. You shall designate to us in the form required by us those Users authorized to instruct us regarding wire transfers including without limitation, Users authorized to initiate wire transfer requests and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by us. We may rely on any such authorization until it has been revoked by you in writing or through Online Banking Services. We shall have a reasonable time to process any revocation received pursuant to this Section.

We may use means and routes for wire transfers that we deem suitable for each outgoing wire transfer in our sole and absolute discretion. We shall establish from time to time a specific time of day after which we will not accept an incoming wire transfer request to be processed on the day of receipt. Wire transfer requests received after our established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day. The cut-off time for Wire Transfers is 3:00 p.m. EST.

You shall supply to us any information we may reasonably request regarding any wire transfer request initiated by you, including, without limitation, money amounts, affected accounts, dates of transfer, purpose of the wire, the beneficiary's name and account number, the name and routing number of the beneficiary's financial institution, such additional information as we may reasonably request and, if necessary, further evidence of any User's authority to transfer funds or to do any other act contemplated by this Agreement. The order in which we process wire transfer requests is determined solely by us in our sole and absolute discretion. In addition to any other reasons contained in this Agreement, we may reject a wire transfer request from you if we are unable to obtain confirmation of such wire transfer request satisfactory to us. We may notify you by phone call or email in the event we reject a wire transfer request. We may also reject an incoming wire transfer if we have reasonable grounds to do so.

By enrolling in this service, you acknowledge that we may notify you of the processing of a wire by email, you shall exercise extreme care in maintaining your own security in the receipt of this advice. You acknowledge that the information to be received by email may include confidential information, including, without limitation, names, amounts, phone numbers, and email addresses. You shall establish and maintain appropriate Security Devices and Procedures to protect such confidential information.

Wire transfers across country borders are customarily processed by us through a correspondent. Any and all fees, commissions, or charges assessed by the correspondent shall be passed on to you. Payment to a foreign country is subject to the laws of the foreign country involved. We assume no liability for delays, non-delivery or other events resulting from causes beyond our control. In refunding unexecuted payment orders, our liability to you shall be limited to the extent we receive payment from the correspondent financial institution processing the transfer. Cancellation of a transfer involving other than domestic currency is subject to any exchange rate loss as determined by us. You shall sell any canceled payment order to us at the then current applicable foreign currency buy rate.

Bill Pay Services. During the Term of this Agreement, we may allow you to pay bills by electronic transfer or check to any Person whom we approve, and you designate as a payee in any bill payment request sent through Online Banking Services. Enrollment in the Bill Pay service must be completed via the Online Banking Service prior to accessing the service via a mobile or smart device. Once enrolled, you may access our Bill Pay Services after logging into Online Banking Services by selecting the Bill Payment link in the Online Banking Service or through a mobile device or smartphone through a software application that we may make available to you in our sole discretion. You will then be directed to the Bill

Pay site, which may be that of a third-party bill payment provider. You may establish a Bill Pay payee by following the on-screen instructions and any available help features and instructions on the provider's web site. You may add a new fixed or recurring payments for any payee but only if the payee is on your authorized list of payees, which may be subject to approval by us. If the payee is not able to receive electronic payments, a paper check may be generated for payment. The check will carry your account number and will clear directly through the Customer Account you designate. A unique check number will appear on your statement for easy recognition and later viewing. We reserve the right to refuse the designation of a payee for any reason. We are not responsible if a bill payment request cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay a payee that is not on your authorized payee list.

We will process variable payments so that the payment is received on the Business Day you or the payee's statement designates as the due date, as applicable; provided the payment request is received prior to the applicable cut-off time. The current cut-off time set by us is 3:00 p.m. Central Time. Variable bill requests received after the cut-off time, or at any time on a non-Business Day may be processed on the next Business Day. Bill requests received after the business day cut-off time, or at any time on a non-business day, will be processed on the next business day.

We reserve our right to change the cut-off time by giving you notice of the new cut-off time. Bill Payments are processed Monday through Friday; no bill payment processing is performed on Federal Holidays. If you schedule a recurring payment where the payment date occurs on a Saturday, Sunday or holiday, Bill Pay will auto adjust the date as follows: Scheduled Date: Future-dated recurring payments scheduled with a send on date of a weekend or holiday are processed the business day following the scheduled send-on-date. Due Date: The deliver by date for future-dated recurring payments scheduled with a deliver by of a weekend or holiday are bumped one day back so that the due date falls on the business day prior to the scheduled deliver by date. You must allow three to five business days to process most payments.

Based on the location and manner in which payment is to be sent, you must initiate your bill payment requests with a reasonable amount of time prior to the actual due date to provide enough time for your payment to reach the payee prior to the actual due date. Such reasonable time shall not be less than (a) five (5) business days for each paper bill payment (recurring or variable) or (b) three (3) days for each electronic payment. It is your responsibility to schedule/activate payments in advance, whether recurring or one-time payments. We will not be responsible for late payments when you fail to timely initiate payments prior to the actual due date. Due to circumstances beyond our control, some payees take longer to post payments than others. We may send out your first payment up to eight (8) Business Days in advance of the payment date, and thus the amount of your check or electronic draft will be deducted from your Connected Account sooner than a payment/payee relationship that has already been established. After your first payment has posted, you will have a better understanding of how much time to allow for each payee. You must select a payment date that is at least three (3) Business Days before the actual due date reflected on your payee statement. If your actual due date falls on a non-Business Day you must select a payment date that is at least one Business Day before the actual due date. Payment dates should be prior to any late date or grace period. When you have scheduled a payment, you authorize us to debit your Connected Account and remit funds on your behalf. You certify that your Connected Account is an account from which you are authorized to make payments and any payment you make will be debited from your Connected Account. You also authorize the credit of returned payments from payees using the Bill Pay Service. We will incur no liability if we are unable to complete any payments initiated because of any of the following: (a) you have not provided us with the correct payment account information, or the correct name, address, phone number, or account information for the payee upon initiation of the payment; (b) circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent us from properly executing the transaction; (c) the payment-processing center is not functioning properly; or (d) the payee does not accept or returns the payment for any reason (such as, but not limited to, fire, flood, or interference from an outside force) prevent us from properly executing the transaction; (c) the payment-processing center is not functioning properly; or (d) the payee does not accept or returns the payment for any reason.

You agree to have available and collected funds on deposit in the applicable Connected Account you designate in amounts sufficient to pay for all bill payment requests, as well as any other payment obligations you have to us. We reserve the right, without liability, to (a) reject or reverse a bill payment request or (b) suspend your use of the Bill Payment Services, if you fail to comply with this requirement or any other terms or conditions of this Agreement. If you do not have sufficient funds in the funding Connected Account and we have not exercised our right to reverse or reject a bill payment request, you agree to pay for such payment obligations on demand. You further agree that we, at our sole option, may charge any of your accounts with us to cover such payment obligations. We reserve the right to select the method in which to remit funds through the Bill Pay Service on your behalf to your payee. Any bill payment request can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the Business Day prior to the payment date you designate for the bill to be paid. Additionally, payments cannot be made to any federal or state governmental agency.

You must have enough available money or credit in any account from which you instruct us to make a bill payment request. All bill payment requests must be in U.S. Dollars. For security reasons, we may implement limits on the number or amount of bill payment requests you can make using our Bill Pay Services. In addition, a single bill payment request cannot exceed $10,000.00 and the collective total for one (1) Business Day cannot exceed $20,000.00. If you desire to make a transaction in excess of such limits, after receiving a written request from you, we may, in our sole and absolute discretion, modify such limits.

In using the Bill Pay Service, you understand that we and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the account number is not valid; the Bill Pay Service is unable to locate the account; or payee account is paid in full.

Finance Services. We may provide you access to a finance service during the Term of this Agreement. The Services may allow you to view financial information in your various loan, deposit, investment, and other financial accounts held with us, other financial institutions, or other Persons. The finance services are provided in the form of a hyperlink to a third-party vendor. By accessing such hyperlink, you are requesting that we and such third party vendor provide the access to any finance service, and you represent, warrant, and covenant that we are not endorsing, warranting, or guaranteeing any web site, information, or products offered or provided by such third party vendor. The information provided to you through any finance service is solely for informational purposes. To obtain information for your various loan, deposit, investment, and other financial accounts through the Personal Finance Services, you may be required to provide such third-party vendor with login, password, financial information, or other confidential information. By using finance services you hereby consent to the use and disclosure of such information for the purposes of providing the finance services. We cannot control and are not responsible for the use and storage of such information by such third-party vendor.

By using any available services, you agree to indemnify and hold us harmless from and against any liability in connection with your use these services, including but not limited to the processing, storage, and displaying of any financial or other confidential information by any third party vendor.

To the extent this Section or our allowing you access to the available finance services in any way conflicts with our privacy policy, you hereby expressly authorize us and such third party vendor to use, access, display, and disclose any and all financial and other confidential information provided by you as necessary to provide the finance service. By using any available finance service, you represent, warrant, and covenant that you have received from us or such third party vendor, all necessary disclosures and policies regarding use of any finance service and the use, displaying, and disclosure of your financial and other confidential information in connection therewith, including but not limited to the following documents. You will be required to agree to the Tems and Conditions of the selected third-party vendor service. You understand and agree that you shall be required to comply with any and all disclaimers and policies regarding PFM Services, whether made available to you by us, such third-party vendor, or otherwise. We will not be responsible for your downloading, transmitting, or storage of any information provided through any finance service, including but not limited to your downloading such information for use with any third party software program such as Quicken®, Microsoft Money®, MX Money ®or other financial software.

Remote Deposit Capture Services. - We may limit access to this service. We may require an additional application and Agreement for this service. We may provide Remote Deposit Capture Services to you during the Term of this Agreement. We may establish certain criteria that customers are required to meet prior to being permitted to use Remote Deposit Captures Services, and we reserve the right to prohibit any Person from using Remote Deposit Capture Services in our sole and absolute discretion. As used in this Section, "Files" means electronic image and data files submitted by you to us in connection with the Remote Deposit Capture Services.

Through our Remote Deposit Capture Services, we may allow you to transmit Files to us for us to process for payment through the Federal Reserve System or other clearing networks and depositing into a Customer Account. We may prepare image replacement documents to facilitate the deposit and collection of items. You will be responsible for the accurate scanning of checks and for successfully transmitting accurate, complete, balanced, and readable Files to us. You will be required to create Files using a compliant flatbed scanner or other Required Technology, as we determine from time to time.

You shall cause the image quality of each File provided by you to satisfy the requirements of Applicable Law. You shall cause each check to be properly endorsed by all required Persons prior to conversion of the check into a File. You shall place an "electronically presented" legend and such other information required by us on the rear of each check immediately after each check shall be scanned. You shall not transmit Files to us that contain information which duplicates information you previously provided to us or that contains information with respect to checks that you have previously transferred to, deposited with, or attempted to clear through a third party. You shall not transfer to, deposit with, or attempt to clear through a third party or otherwise directly or indirectly ask any third party to make payment based on, the checks reflected in the Files transmitted to us. You shall ensure that the Files accurately represent all of the information on the front and back of checks, including all endorsements. You shall maintain any original checks for which a File has been sent to us in a secure environment and shall destroy the original checks within fourteen (14) days after successful transmission to us (unless doing so would be a violation of Applicable Law). You will be solely responsible for any liability resulting from further negotiation or transfer of any checks for which a File has been submitted to us. All Files transmitted by you to us shall be the result of bona fide business transactions with non-affiliated third parties and no such Files shall be directly or indirectly, for the benefit of any third party. You shall not transmit Files that represent non-cash items. You shall transmit Files that represent items drawn only on U.S. banks. You must complete transmission of Files to us prior to 6:00 p.m. White Plains, NY time, in order for such transactions to be processed on the same day. We reserve the right to reject any File for any reason. We will give you notice of any rejected or returned File. We are authorized to debit or credit the applicable Customer Account for Files that are returned to us. We have no obligation to pay you interest on the amount of any returned File debited from the Customer Account. A File shall not be received by us until shown as a deposit into the applicable account according to our records.

You understand and agree that substitute checks will be the legal equivalent of the original checks for all purposes as provided in the federal Check Clearing for the 21st Century Act. Pursuant to such Act, we will be deemed to make certain warranties and will have certain indemnity responsibilities to third parties with respect to Files. To the extent that we shall be required to pay any warranty claim or indemnify any third party in respect of Files, you shall reimburse us upon demand. Our right of reimbursement shall be absolute and unconditional, shall survive any termination of our relationship with you, and shall not, for any reason whatsoever, be subject to any reduction, setoff, defense, counterclaim, deferment or right of recoupment.

Individual Agreement for Online Banking Services.
We do not have joint agreements for our Online Banking Services. If you are an individual or sole proprietor, you are the only customer under this Agreement. However, any of the accounts to which you have access through our Online Banking Services may be jointly owned with, or joint obligations with, others. If joint account owners or authorized individuals each obtain our Online Banking Services—meaning that each owner or authorized individual will have separate access codes—this will be identified as two separate agreements for Online Banking Services.

Positive Pay Services. Access to this service may be limited. Enrollment in this service requires as separate application and agreement. Subject to the terms and conditions of a separate Positive Pay Service Agreement, this service allows the Bank to identify valid checks presented for payment, of any exceptions and to return any checks which do not match the check issue information reported. Specific exceptions for handling details are included in the separate agreement for this service.

Term.
This Agreement, as amended from time to time, will stay in effect until it is amended or terminated. Either Party may terminate this Agreement by providing written notice thereof to the other Party. We will ordinarily send you notice of any termination, but we are not required to do so unless Applicable Law requires such notice. Once we terminate this Agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking Services for customers that have not used the service for sixty (60) days. Termination shall be effective as to prospective transactions only and shall not alter the rights of the Parties as to transactions prior to the effective date of termination. In the event we terminate this Agreement, we shall have no responsibility to complete any previously initiated transfers. You may terminate this Agreement at any time by notifying us in writing. However, in the event you terminate this Agreement, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

Fees and Expenses.
You are required to pay us for any and all Fees and Expenses incurred in connection with Online Banking Services. Fees and Expenses will be charged to you or any of your Customer Accounts in accordance with the fee schedule established by us, as amended from time to time and provided to you in accordance with applicable laws and regulations. Fees and Expenses do not include applicable taxes, if any, which are your responsibility. In the event of an overdraft in any Customer Account, you are required to pay the overdraft and any Fees and Expenses relating to such overdraft as disclosed in the previously provided account opening Terms and Conditions Disclosure for the relative account.

Connected Accounts and Periodic Statements.
We may place access restrictions on certain types of Customer Accounts via the Online Banking Service. You may be limited to only view Passbook Type Accounts. Access to other account types may be limited based upon your account relationship. We may reject or disqualify any account from use with Online Banking Services in our sole and absolute discretion. Our records must reflect that you are a named owner of or an individual with unlimited authority to make deposits, withdrawals, and transfers regarding the account for it to qualify. The use of Online Banking Services in connection with any account requiring more than one signature for withdrawal, draw or transfer of funds will be subject to additional restrictions or limitations established by us from time to time in our sole and absolute discretion. You agree to provide us with any authority we require before we permit access to any qualifying account. You are required to maintain at least one Connected Account to use Online Banking Services. In the event you desire that a Connected Account no longer be used in connection with Online Banking Services, you must promptly notify us and request such Connected Account be un-Connected. We will process your request in the ordinary course of business. All checks and other cash items processed by us pursuant to this Agreement shall be deposited into the Connected Accounts. The periodic statement(s) issued by us or otherwise made available to you for the Connected Accounts will reflect entries credited and debited to the Connected Accounts. In the event you believe there is a discrepancy or error in the information in any periodic statement, you should notify us within the time period set forth in the account agreement between you and us with respect to the applicable Connected Account. If you fail to notify us regarding a discrepancy or error within the applicable time period, our liability with respect to any such discrepancy or error may be reduced or discharged in accordance with Applicable Law. Please note your liability regarding review of periodic statements may be different under the Electronic Funds Transfer Act and related federal regulations if the applicable Connected Account is a Consumer Account. See the Section titled "In Case of Errors or Questions about Transactions Involving Consumer Accounts" for additional

provisions regarding Consumer Accounts. You are solely responsible for monitoring the Connected Accounts. Any account or other agreement between you and us regarding the Connected Accounts is hereby incorporated into this Agreement. You agree to inspect all entries received or initiated through the Online Banking Services, and to notify us promptly of any errors.

Bank Security Devices and Procedures.
We will control access to the Online Banking Services through the use of Security Devices and Procedures we establish and amend from time to time. You are required to comply with all Security Devices and Procedures required by us or this Agreement. We reserve the right to reject any transaction or service request that is not made in accordance with our required Security Devices and Procedures. You acknowledge that our required Security Devices and Procedures shall be deemed commercially reasonable in all respects. You are required at all times to use a web browser that supports 128-bit SSL minimum encryption. You may be required to change passwords for each User at our request. You are prohibited from using your computer, browser, or other Required Technology to store passwords, passcodes, or Security Devices and Procedures used to authorize or authenticate your use of Online Banking Services. In the event you fail to change passwords in accordance with this Agreement, our liability to you or any third party for any loss or damage resulting from, or arising out of, your failure to change passwords may be limited or discharged pursuant to this Agreement or Applicable Law. You understand that our required Security Devices and Procedures are not for the purpose of detecting errors in transmission or content of a payment order or other request not initiated by us. You acknowledge that anyone with knowledge of the Security Devices and Procedures will be able to use Online Banking Services and act on your behalf. Due to emerging technologies and ensuing changes in Security Devices and Procedures, we reserve the right to supplement or amend our Security Devices and Procedures from time to time upon reasonable notice to you as published on the Web Site or otherwise. If we shall in good faith believe that changes in our Security Devices and Procedures shall be immediately necessary to reduce the risk of Unauthorized Use, we may initiate such changes immediately and give notice to you as soon as practicable. You acknowledge and agree that, notwithstanding anything to the contrary set forth in any agreement, in matters of Unauthorized Use, reasonable notice may be less than one day or even, in some cases, notice after the fact. You acknowledge receiving an electronic copy of these Security Devices and Procedures.

Each person using the Security Devices and Procedures issued to you may have the ability to: (a) make transfers from qualifying accounts, regardless of the dollar amount of the transaction; (b) make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed; (c) obtain information that we make available about Connected Accounts; (d) obtain other services or perform other transactions that we authorize or allow; and (e) allow anyone else to use those Security Devices and Procedures to make transfers or obtain information or other services.

None of our employees or employees of our affiliates will contact you via telephone or e-mail requesting your access codes, we may request your User name or other verification if you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the Section titled “Notice”.

Customer Security Devices and Procedures.
In addition to the Security Devices and Procedures required by us, you may be required to establish and maintain internal Security Devices and Procedures sufficient to prevent any Unauthorized Use, including but not limited to (a) running antivirus software before transmitting data to us or to or through the Web Site, (b) maintaining the security of your internal communications networks, and (c) ensuring a secure physical environment when using Online Banking Services. You understand and agree that your failure to do so may result in Unauthorized Use. You may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for you to execute virus scanning for each file manually We may cease providing the Online Banking Services if we in our sole and absolute discretion determine that your internal Security Devices and Procedures are inadequate.

In addition to protecting your Security Devices and Procedures, you should also take precautions to protect your personal identification information, such as your driver's license, social security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should also protect and secure all information stored in any personal computer or other equipment you use to access our Online Banking Services.

Your Liability for Authorized Transactions.
Our system supporting our Online Banking Services is designed so that it may be operated only upon (a) entry of valid login information and passwords and (b) compliance with any other Security Devices and Procedures we have established. You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone access to the login information, passwords, or other Security Devices and Procedures we provided to you and you want to terminate that person's authority, you must notify us that transactions by such person are no longer authorized. We may have to change your access codes, login information, passwords, or other Security Devices and Procedures or take additional steps to prevent further access by such person. We will comply with any such request after having a reasonable time to process such request.

You understand and agree that we are unable to detect any errors by you that result from your incorrectly entering in any account number or amount in connection with a funds transfer request. You understand and agree that we and any other party processing a funds transfer request from you may rely on the number in your request that identifies the amount of funds to be transferred, the beneficiary, and any beneficiary's bank or intermediate financial institutions identified in your request, even if such numbers are incorrect or do not correspond to the name of the beneficiary or the financial institution. We and any other receiving financial institution have no obligation to determine whether a name and number identify the same person or institution. You acknowledge that payment of a funds transfer request initiated by you might be made by us or the beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. With respect to incoming transfers that do not include an account number recognizable to us, we may return the transferred funds to the sending financial institution without incurring any liability to you.

Business Transfer Authorization. We may limit access to this service. This Section applies to transactions regarding Business Accounts. We may provide Business Transfer Authorization Services during the Term of this Agreement in connection with certain transactions made regarding a Business Account. Through our Business Transfer Authorization Services, we may allow the Master User to specify one or more individuals who are required to approve certain transactions through Online Banking Services regarding a Business Account. The Master User may also set per-transaction and per-day limits on the amounts of transactions that the authorizing individual may approve. The Master User's designation of an authorizing individual will require certain identifying and other information regarding such authorizing individual, which may include without limitation, name, address, telephone number, and email address. In addition, designation of an authorizing individual may require assignment of a mobile authorization code to such authorizing individual.

After proper designation of all authorizing individuals, such authorizing individuals will receive a notice from us in the event a transaction is initiated that requires their approval. Such notice may be sent via email, text message, phone call, or other means we allow. In order to approve such transactions, the authorizing individual will be required to comply with certain Security Devices and Procedures required by us, which may include, without limitation, submitting a mobile authorization code, password, or passcode to us via mobile device, smartphone, personal computer, email, phone call, text message, or other Required Technology. You understand and agree that, as with other Security Devices and Procedures, anyone with access to any of the Security Devices and Procedures issued to authorizing individuals will be able to approve transactions that would otherwise be subject to approval by an authorizing individual.

We cannot control and will not be responsible for, and you agree to indemnify and hold us harmless from, any liability relating to any failure by you, the master user, any sub-user, and any other person to (a) maintain the security of and comply with security devices and procedures or (b) maintain the physical security of the systems used by authorizing individuals to approve business transactions.

Notify us IMMEDIATELY for Unauthorized Transactions.
Tell us AT ONCE if you believe your login information, passwords, or other Security Devices and Procedures we provided to you have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses.

You may call us at 1-866-287-7500 or write to us 325 Hamilton Ave. White Plains, NY 10601. If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose. We cannot guarantee the timely receipt of electronic communications.

Unauthorized Use.
This Section shall apply to both all ownership and types of Accounts, except to the extent your liability regarding a Consumer Account may be limited by Applicable Law, including but not limited to the Electronic Funds Transfer Act and related federal regulations.

You shall not permit any unauthorized use. You are required to promptly notify bank in writing if you have actual knowledge that the security of the web site or the online banking services has been compromised or that there has been any unauthorized use. As the User, and any of your other agents or employees shall maintain the highest possible level of confidentiality with regard to all security devices and procedures. You are required to take all steps necessary to prevent access to security devices and procedures by unauthorized persons. We shall have no liability for your internal security devices and procedures, and you assume full responsibility for (a) maintaining the confidentiality of the security devices and procedures; (b) the actions of all persons using the security devices and procedures issued to you; and (c) all unauthorized use. You agree to hold us harmless and indemnify us against any and all liabilities arising out of any unauthorized use. You shall be bound by any use of the online banking services that is processed by us in compliance with our required security devices and procedures whether authorized or resulting from unauthorized use, including but not limited to any payment order sent in the name of customer.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the login information, passwords, or other Security Devices and Procedures that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can minimize your losses. You may notify us at the telephone number and addresses listed in the Section titled “Notice”.

In Case of Errors or Questions About Transactions Involving Consumer Accounts.
Your liability regarding unauthorized transfers and errors involving Consumer Accounts may be limited by the Electronic Funds Transfer Act and related federal regulations, as further set forth in the Electronic Funds Transfer Initial Disclosure provided to you when you opened your Consumer Accounts. You may request a copy of such notice by contacting us pursuant to the methods listed in the Section titled “Notice”.

Call us at 1-866-287-7500 or write us at 325 Hamilton Ave. White Plains, NY 10601 as soon as you can, if you think your periodic statement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement. We must hear from within the time periods set forth in the Electronic Funds Transfer Initial Disclosure or your liability may be increased. Your notice should include the following: (a) your name and account number (if any); (b) a description of the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information; and (c) the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it within ten (10) Business Days.

After receiving such notice from you we will conduct an investigation, notify you of the results of our investigation, and make any necessary or appropriate adjustments to your Consumer Account as require by Applicable Law and as further set forth in the Electronic Funds Transfer Initial Disclosure.

Final Settlement and Reversal of Transactions.
Notwithstanding any other provision of this Agreement, the crediting of any and all funds to a Connected Account shall be a provisional settlement until such time as we receive final settlement from any and all parties involved in such transaction. You agree that we may reverse or chargeback for any pending or completed transaction for any reason to the extent required or not prohibited by Applicable Law, including but not limited to insufficient funds, Unauthorized Use, and service of legal process or orders of any governmental authority.

Limitation or Suspension of Online Banking Services.
For security reasons, we may implement limits from time to time on the number or amount of transactions you can make using our Online Banking Services. You also agree that we may, at any time, temporarily or permanently suspend the availability of the Online Banking Services if required by Applicable Law, any governmental authority, or if we believe such suspension of Online Banking Services to be necessary for security purposes (for example if you input incorrect login information, passwords, or otherwise fail to comply with established Security Devices and Procedures), or to prevent Unauthorized Use, loss, theft, fraud, or any other liability or damage to you, us, or any other Person. In the event of such suspension, we may refuse to process or complete any scheduled or recurring transactions initiated through Online Banking Services. In the event of suspension of Online Banking Services, we will attempt to provide you reasonable notice. However, you understand and agree that the circumstances regarding any Unauthorized Use, loss, theft, or fraud, may dictate that notice is reasonable if given at the time of suspension or in some cases after suspension of Online Banking Services. We may also limit access from countries other than the United States of America.

Required Technology.
You shall at all times be responsible for purchasing, installing, and maintaining the Required Technology. You may be required to purchase Required Technology from us. You are solely responsible for maintaining the Required Technology with the necessary compatibility and format to interface with our systems, including without limitation, the ability to support the Security Devices and Procedures required by us or established by you. You are required to comply with the minimum compatibility requirements for all Required Technology used in connection with Online Banking Services, including but not limited to those for any Required Technology that we subsequently allow to be used with Online Banking Services.

The following are the recommended minimum user hardware and software standards for use of Online Banking Systems with a personal computer:

1) Standard PC or Mac (Pentium IV/1 GHz processor or higher/500 MB RAM or greater).

2) Microsoft Windows XP SP3/Vista SP2/7 or Mac OS-X.

3) Cable, DSL, or ISDN Internet connection (dial-up supported for basic consumer users only). Satellite connections have difficulty supporting encrypted applications. Because Online Banking Services are encrypted for the safety of your financial information, some satellite connections may exhibit slow response.

4) One of the following supported browsers:

   For Microsoft Operating Systems: (a) Internet Explorer version 7.x, 8.x, or 9.x; (b) Firefox version 3.6 or 4.x; (c) AOL Browser version 9SE; (d) Safari version 5.x; or (e) Chrome version11.x.

   For Mac Operating Systems: (a) Firefox version 3.6 or 4.x; (b) AOL Browser version10.3.x; (c) Safari version3.x, 4.x, or 5.x; or (d) Chrome version11. x.

We are not responsible for your failure to use Required Technology in compliance with the above minimum recommendations. We are not responsible for any liability caused or in any way arising out of the installation, use or maintenance of your personal computer hardware or software or other Required Technology, including any software provided by us or one of our suppliers or vendors.

Any Required Technology provided by you, prior to use in connection with the Online Banking Services, shall meet any and all requirements established by us from time to time, including but not limited to those set forth in this Section. You agree (a) to comply with any license agreement related to any Required Technology and (b) that a failure to comply with any such licensing agreement shall be a default under this Agreement. To the extent applicable, we hereby grant you a limited, non-exclusive sublicense to use any software or other Required Technology made available by us. Such sublicense shall automatically terminate upon termination of this Agreement for any reason, and upon termination of this Agreement, you are required to immediately remove from your systems any Required Technology made available to you by us. You are also responsible for ensuring that your use of Required Technology is in compliance with all applicable requirements of telecommunications companies, government authorities, and otherwise, including but not limited to your communications connection to the Online Banking Services.

Rejected, Returned, and Incomplete Transactions. We may reject or refuse to process any transaction that is not initiated in accordance with this Agreement or Applicable Law. If a transaction is rejected by a third party due to improper processing or delays by us, we shall reinitiate such transaction. In the event that a transaction is rejected or returned by us or any third party for any other reason whatsoever, it shall be your responsibility to re-initiate such transaction. We will give you notice of any rejected or returned transaction. We are authorized to debit or credit the Connected Accounts or any other Customer Account for transactions that are rejected or returned to us. You shall promptly provide immediately available funds to reimburse us if any transaction is rejected after we have permitted you to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such transaction is received by us. Unless required by Applicable Law, we have no obligation to pay you interest on the amount of any returned or rejected transaction debited from the Connected Accounts or other Customer Account. A third party receiving an order as a result of a customer-initiated transaction may, in some cases, have the right to have an unauthorized or erroneous transaction credited to its account. You agree that we may deduct any amount owing to such third party from any Customer Account upon our receipt of proper notice of such credit from such third party's bank. We may charge back against you any transaction that is returned or reversed by any third party receiving an order related to such transaction.

You are required to retain all tracking and confirmation numbers provided to you by us in connection with a transaction. If you contact us inquiring about a transaction, we may require you to provide the tracking or confirmation numbers to us to verify that the transaction was initiated. If a tracking and confirmation number is not provided to you in connection with your attempted initiation of a transaction, such transaction has not been initiated. Please note that a screen shot or other information regarding a transaction that has not been posted to a Connected Account will never be deemed evidence that such transaction was properly initiated, processed, or completed unless you can provide a confirmation number issued by us for such transaction.

Transfers Involving Insufficient Funds.
If you instruct us to make a transfer and you do not have a sufficient balance in the Connected Account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

Notwithstanding any other provision of this Agreement, if we do not make a transfer, or if we reverse a transfer because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

Master User and Sub-Users**.**
You must designate one (1) Master (Administrative) User. We may require such designation to be in writing. Your designation of the Master User may be amended or revoked from time to time by sending written notice to us at least seven (7) days prior to the effective date of any such amendment or revocation. The Master User shall be authorized to act on behalf of you with regard to the Web Site and Online Banking Services. The Master User may designate individuals as Sub-Users if such individuals are over the age of eighteen (18) years old. You and the Master User will be responsible for establishing adequate internal Security Devices and Procedures relating to your use of the Web Site and Online Banking Services, accepting delivery of software, system-wide configuration of bank accounts, establishing levels of authority of Sub-Users, and establishing and distributing Security Devices and Procedures. You will be bound by and responsible for the actions of the Master User and all Sub-Users with respect to the Web Site and the Online Banking Services. The Master User will also be responsible for all use of the Online Banking Services by Sub-Users. You agree that the authority given to a Sub-User by designation of such Sub-User by the Master User will supersede any conflicting provision in any agreement between you and us to the extent such provision would limit or restrict the authority given to such Sub-User by the Master-User.
You hereby represent, warrant, and covenant, as of the date of this Agreement and upon designation of each Sub-User, that (a) you have investigated any and all Sub-Users as much as you deem necessary, and you have made an informed decision to designate such Sub-Users; (b) all Sub-Users are able to properly use any and all Security Devices and Procedures, the Web Site, and the Online Banking Services; and (c) none of the Master User, the Sub-Users, or your employees are a national of a designated blocked country or “Specially Designated National", “Blocked Entity", “Specially Designated Terrorist", “Specially Designated Narcotics Trafficker", or “Foreign Terrorist Organization", as defined by the United States Office of Foreign Assets Control.

You hereby agree to indemnify and hold us harmless from and against any and all liability in any way related to the actions of the master user and any and all sub-users with respect to online banking services.

In the event you want to remove or limit the authority of a Sub-User, the Master User may login to the Online Banking Services and modify the authorization designations applicable to such Sub-User. You also may call or write us at the address and phone number listed in the Section titled “Notices” to request we remove or modify a Sub-User’s authority to use Online Banking Services. However, any time you request to remove or limit the authority of a Sub-User, we must be provided a reasonable time before any such modifications may be made. We may limit or restrict certain Online Banking Services to allow only the Master User to use such services.

Availability of Online Banking Services.
We intend to make Online Banking Services available at all times. However, we only process transactions and update information on Business Days and in some instances, only those transactions initiated prior to certain cut-off times on Business Days. We do not guarantee a specific delivery time with respect to any information or document or the Online Banking Services. We reserve the right to modify any cut off time or deadline set forth in this Agreement by publishing notice of such modification on the Web Site or otherwise providing notice to you by any means set forth in this Agreement. We will use reasonable efforts to provide the information requested through the Web Site and the Online Banking Services in a prompt fashion but shall have no liability for failure to provide timely information or services. You acknowledge and agree that access to Online Banking Services may be affected by local market telecommunication network activity, capacity and compatibility with third party communications equipment, Internet access, software, servers, and browsers. We disclaim and any and all responsibility for any defect or service interruption in connection with local market telecommunication network activity, capacity and compatibility with third party communication equipment, Internet access, software, browsers and servers. You acknowledge and agree that there are no assurances that information transmitted over

the Internet or other computer or wireless networks will be secure or confidential, and you waive any and all claims against us in connection with any such transmissions. You further acknowledge that the Internet is known to be unpredictable in its performance and may from time to time impede access to Online Banking Services. You agree that we are in no way responsible for any such difficulties you may experience as a result of attempting to transmit data over the Internet or through any computer network while using Online Banking Services, and you waive any and all claims against us in connection with such use. In such event, you shall be responsible for carrying out banking business through alternative delivery channels. Transactions will only be processed in the ordinary course of our business on the Business Day initiated. Transactions initiated after such time period may be processed on the next Business Day. The following transactions made by you on any non-Business Day may be recorded as having been initiated on a Business Day: entries to accounts at Bank (i.e. transfers between accounts at Bank, including scheduled loan payments), stop payment requests, and requests for coin or currency or both. We reserve the right not to provide Online Banking Services in the event any default exists under any loan agreement, promissory note, guaranty, deposit agreement, or other agreement, instrument, or document between you and us.

Delivery and Use of Information; Privacy Policy.
You may elect to receive data through one or more delivery mechanisms, including, without limitation, the internet, computer dial-up, telephonic delivery, text message, facsimile or secure email. Balance and related information for your non-NorthEast Community Bank accounts may be made available by other financial institutions or providers that input information into our systems. You hereby authorize any other financial institutions at which you maintain Connected Accounts to release all of such account information to us for release through the Web Site and the Online Banking Services. Such other financial institutions shall not be liable to you for providing such information to you and to us through the Web Site and the Online Banking Services. All of the provisions of this Agreement shall apply to such external Connected Accounts. You are required to retain data adequate to permit you to remake or restore any documentation, file, or other information submitted to us for at least ten (10) Business Days following the date such information is sent to us and shall provide such data to us upon request. We and our suppliers provide Online Banking Services from our own sites and make no representation or warranty that any information, material or functions included in Online Banking Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking Services, you do so, on your own initiative and are solely responsible for compliance with applicable local laws and regulations.

The policy of Bank is to protect your confidential information in accordance with Applicable Law. The purpose of this policy is to inform you about types of information gathered through the Web Site, how the information may be used, and whether the information should be disclosed. We may store, process, transmit, and make available through our systems and through third party data processing providers information regarding Connected Accounts. E-mail messages that contain personally identifying information and electronic forms filled with information may be used to respond to your requests and to analyze results. We automatically collect electronically generated information about your use of the Web Site, such as the date, type of browser used, and technical Internet protocol data. We may use "persistent" cookies (which would reside on the computer used to access the Web Site or the Online Banking Services) to increase the ease of use. Such a cookie might contain user IDs, thereby relieving the user of having to enter user IDs each time the Web Site or the Online Banking Services are accessed. Under this circumstance Bank will only use a "persistent" cookie when authorized during the login process for the Web Site or Online Banking Services.

We may disclose information about your accounts, and you authorize us to disclose such information, as follows: (a) to consumer reporting agencies; (b) for fraud, security or risk control; (c) to help complete a transaction you initiate, including information requested to verify the existence or condition of an account; (d) to resolve disputes or inquiries you may have about your accounts; (e) with your consent or at your direction, which may be oral, in writing, by telephone, electronic or other means we recognize; (f) when disclosure is required by Applicable Law, such as pursuant to court order, subpoena, legal process or government agency examination or investigation, or to protect or enforce our rights; (g) to companies that perform services for us in connection with your accounts and Online Banking Services, such as data processing and software companies and collection agencies; (h) as otherwise necessary to service your account, or as permitted or required by law.

See our separate “Consumer Information Privacy Notice” for more information about how we use customer information and your choices.

Electronic Disclosures.
In order for you to receive Online Banking Services, you agree that we may elect to provide required disclosures in electronic format. You hereby consent to receive any and all disclosure that we may provide regarding Customer Accounts in electronic format through Online Banking Services, should we choose to do so. Your consent applies to all of the documents we provide to you electronically in connection with applying for and opening an account and in using Online Banking Services. You also consent to receive in electronic format at our Web Site any communication normally provided in periodic statements, including amendments to this Agreement, the Customer Information Privacy Notice, and other notices that may be required by Applicable Law. The consent in this Section does not apply to periodic statements. We may allow you to receive electronic periodic statements as set forth in the Section titled "Online Statement Services".

If you consent to electronic delivery of documents, we may also provide you with paper copies, but we are not required to do so. If we do not provide you with paper copies, you may obtain these by calling us and requesting us to mail paper copies of these documents to you if they are available. You may contact us at the toll-free number listed in the Section titled “Notice”.

In no event will withdrawal of consent be effective for documents that we have already provided to you electronically. As stated above, your consent to receive electronic disclosures is required to use Online Banking Services. In the event you withdraw such consent we may terminate this Agreement or your ability to use Online Banking Services.

E-Mail.
Sending e-mail is a very good way to communicate with us regarding the Connected Accounts or the Online Banking Services. However, unless you use the “Messages” feature available through Online Banking Services AFTER YOU HAVE SECURLY LOGGED INTO THE ONLINE BANKING SITE, your e-mail is sent via your own software and, as a result, may not be secure. Because of this, you should not include confidential information, such as account numbers and balances, in any e-mail to us. You cannot use e-mail to initiate Online Banking Services transactions. All such transactions must be initiated using the appropriate functions within the Online Banking Services. We will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

Links to Other Sites.
Information that we publish on the Internet, through the Web Site, or through Online Banking Services may contain links to other sites, and third parties may establish links to our site. We make no representations about any other web site that you may access to, from or through the Web Site. Unless expressly stated in writing, we neither endorse the products or services offered by any company or person linked to the Web Site or through Online Banking Services nor are we responsible for any software or the content of any information published on the site of any third party. You should take precautions to protect your computer software and data from viruses and other destructive programs when downloading files through the Internet or any third-party site.

Indemnification and Liability.
We will provide the Online Banking Services as an accommodation to you. You acknowledge that without the limitation of damages and our liability contained in this Agreement, we would not enter into this Agreement or provide the Online Banking Services. We do not undertake any fiduciary obligation to you. The provisions of this Agreement shall not be deemed to indicate that we are in control of you or that we are otherwise closely connected to you. If you shall develop a perception that we shall have taken any action or shall have engaged in any conduct in a wrongful or unlawful manner, you are required to notify us in writing no later than three (3) days of developing such perception.

Indemnification of Bank by Customer.
To the maximum extent permitted by applicable law, you shall hold harmless, indemnify, and defend us, our shareholders, officers, directors, representatives, agents, and employees from and against any and all liability, including reasonable attorneys' fees and costs, arising from or related in any manner to: (a) your negligence; (b) your failure to comply with applicable law; (c) any transactions or attempted transactions covered by this agreement from a business account; or (d) your failure to comply with the terms and conditions of this agreement. If any of the Connected Accounts are Consumer Accounts, the foregoing provision may be limited to the extent required by Applicable Law, including the Electronic Funds Transfer Act and related federal regulations.

Accuracy and Timeliness of Information Provided by Customer or Third Parties.
Our performance is dependent upon our receiving timely, accurate, and complete data for each Online Banking Service and each transaction initiated by you, in the agreed upon form which can be processed on our system. If any of these requirements are not met by you, any of your other financial institutions, or any third party, we shall (1) no longer be expected to maintain the normal delivery schedule; (2) be empowered to charge appropriate fees and expenses for the cost of converting non-standard data into standard format or completing missing data; (3) be authorized to deliver, as complete and finished, whatever portion of the Online Banking Service that can be performed with available data; and (4) be authorized to return any incomplete or improper data and decline to proceed until accurate and complete data shall be provided.

We shall have no liability for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted prior to being made available. In no event shall we be obligated to verify the accuracy or completeness of any information provided to us by you or any other financial institution. We shall have no liability for any loss or damage arising directly or indirectly from any inaccuracy or incompleteness in the input of an order or instruction from you; any failure by you to obtain a confirmation of an order or instruction; or any cancellation or attempted cancellation by you of an order or instruction. Information with respect to all transactions is provided solely for your convenience, and you shall have no recourse against us as to use of such information. You acknowledge that, except to the extent required by Applicable Law, we have no obligation to maintain back-up copies of any document, file, or other information delivered by you to us. We assume no responsibility for the accuracy or timeliness of information and other financial data supplied by other financial institutions or providers.

Our Liability for Failure to Complete Transfers from Consumer Accounts.
In addition to any other applicable limitations on our liability, we will NOT be liable for the following: (a) if, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or frozen or is not in good standing, or if we reverse a transfer because of insufficient funds; (b) if any transfer would go over the credit limit of any account; (c) if your equipment or ours was not working properly; (d) if you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction; (e) if you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware; (f) if you do not instruct us soon enough for your transfer to be received and credited; (g) if the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction; (h) if circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken; (i) if you do not print out or write down the transfer reference, confirmation or tracking number for research purposes; and (j) if other events occur beyond our reasonable control.

Limitation of Damages.
Our sole responsibility for any error with respect to the Online Banking Services shall be to make reasonable efforts to correct that error.

We shall have no liability to you or any other person for any special, incidental, indirect, consequential, or exemplary damages caused by any error, act, delay or omission by us, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss or damage, or expense is known to us.

In the event you incur any loss due to our fault, our liability to you shall be limited to general damages not to exceed the lesser of the actual damages sustained and proven by you. You are required to notify us immediately if you experience errors, acts, delays, or omissions with respect to the Online Banking Services. We shall not be liable for any liability arising from any use or disclosure of any images of documents or items by any Person to whom you shall have directed us to provide any of such images. We shall have no liability for failing to transmit or delay in transmitting an order or transaction initiated by you if such transmittal would result in our violating any Applicable Law, including but not limited to exceeding any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines, or any present or future risk control program of the Federal Reserve or any rule or regulation of any other regulatory authority of the United States government.

Disclaimer of Warranties.
Neither we nor our suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of online banking services or contained in any third party sites linked to or from the web site. The online banking services are not guaranteed to be free from error or interruption. All online banking services and any required technology provided by us are provided on an “as is” “as available” basis, and we make no representations or warranties of any kind with respect to the online banking services, the web site, or any required technology. We disclaim all such representations and warranties, whether express, implied or statutory, including, without limitation, all warranties of merchantability and fitness for a particular purpose. We shall have no liability for any claim, loss, or damage relating to any required technology, including but not limited to a failure to perform in the manner for which it was intended or designed. You are responsible for taking appropriate precautions against damage to you which could be caused by interruptions or malfunctions of the online banking services or required technology, and you assume the risk of such occurrences.

Representations & Warranties of Customer.
You hereby represent and warrant to Bank that (a) you and any representative entering into this Agreement on your behalf have full power and authority (including full corporate, limited liability company, or other entity power and authority) to enter into this Agreement and to perform your obligations pursuant to this Agreement; (c) the creation and performance of this Agreement have been duly authorized by you; (d) each Person who may enter into this Agreement on your behalf has all necessary legal capacity and authority; and (e) this Agreement constitutes the valid and legally binding obligation on you enforceable in accordance with its provisions, except to the extent enforcement may be limited by (i) bankruptcy, insolvency, moratorium, or other similar laws generally affecting the rights of creditors; (ii) general principles of equity; and (iii) the exercise of judicial discretion.

Business Day.
If any provision of this Agreement shall require the performance of an obligation on a date that shall be a legal holiday pursuant to Applicable Law, a Party may postpone the performance of such obligation until the next Business Day.

Currency.
Any reference to dollars or money in this Agreement shall mean legal tender of the United States of America. Any amount required to be paid by a Party pursuant to this Agreement shall be paid by check, draft, or electronic transfer.

Force Majeure.
Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, computer viruses, errors or lack of responsiveness of other organizations or entities, or other causes beyond that party’s control. We cannot control and will have no liability for the

loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Attorneys' Fees.
In the event of litigation among the Parties regarding the provisions of this Agreement or the transactions contemplated by this Agreement to this Agreement, you shall reimburse us for all attorneys' fees and expenses paid or incurred by us in the course of such litigation or the enforcement or interpretation of any provision of this Agreement.

Performance by Bank.
If you fail to perform any of your obligations under this Agreement, we may perform or cause the performance of such obligation, and the Fees and Expenses incurred by us in connection therewith, plus interest at the highest lawful rate, shall be paid by you. Notwithstanding the foregoing, nothing in this Agreement shall obligate us to perform any of the obligations on you under this Agreement.

Law That Applies.
Regardless of where you live or work or where you access our Online Banking Services, this Agreement is subject to the internal law of the State of New York and the federal law of the United States of America. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with Applicable Law. Any litigation among the Parties arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be brought in the courts of the State of New York in the County of Washington. Each Party irrevocably, unconditionally, and absolutely submits to the jurisdiction of such courts, and each Party irrevocably, unconditionally, and absolutely waives any objection to venue or to convenience of forum.

Jury trial.
Each party irrevocably, unconditionally, and absolutely waives any right to trial by jury in any litigation among the parties arising out of or relating to this agreement or the transactions contemplated by this agreement. A copy of this section shall be written evidence of the knowing, voluntary, and negotiated contract of the parties to irrevocably, unconditionally, and absolutely waive trial by jury.

Remedies.
Due to the likelihood of irreparable injury, we shall be entitled to an injunction prohibiting any breach of this Agreement by you. To the extent permitted under Applicable Law, the remedies provided to you in this Agreement shall be exclusive of any remedies otherwise available to you pursuant to Applicable Law.

Notice.
Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. Any notice, demand, request, or other communication permitted or required to be given by Customer to Bank pursuant to this Agreement shall be deemed effective when we have received them and have had a reasonable time to act on them. All notices, demands, requests, and other communications permitted or required by this Agreement shall be in writing and shall be delivered to Bank by either: (a) personal delivery; (b) overnight delivery service with delivery costs prepaid and receipt of delivery requested; (c) certified or registered mail with postage prepaid and return receipt requested; (d) secure email using our secure email system; or (e) using the "Messages" feature available through the Online Banking Services. We may give any notice, demand, request, or other communication required by this Agreement pursuant to the requirements of this Section or otherwise, including but not limited to notice given by placing such notice on the Web Site, by secure email using our secure email system, and by using the "Messages" feature available through the Online Banking Services. All notices, demands, requests, and other communications permitted or required by this Agreement to be delivered to a Party's physical address shall be delivered at the following addresses unless another address shall be designated by a Party by notice pursuant to the provisions of this Section:

| | |
|---|---|
| If to Bank: | NorthEast Community Bank<br>325Hamilton Ave.<br>White Plains, NY 10601<br>Attn: ______________________ |
| If to Customer: | Any address provided by Customer with respect to a Connected Account |

Please call us toll free at 1-866-287-7500 or write to us at NorthEast Community Bank 325 Hamilton Ave. White Plains, NY 10601 in the event of any of the following: (a) Unauthorized Use; (b) if the security of any login, password, access codes, or other Security Devices and Procedures has been compromised (c) if a cell phone or other mobile access device that you use to access Online Banking Services has been lost or stolen; (d) to initiate a stop payment request; or (e) to request paper copies of periodic statements or this Agreement.

Please note that if you have enrolled in our Online Statements Service, you may be charged a fee for a request for a periodic paper statement. You may also be charged a fee for initiating a stop payment request according to the fee schedule we publish from time to time. Please note our toll-free telephone number listed above is available Monday through Friday from 9:00 a.m. to 4:00 p.m. EST

Time.
Time shall be of the essence. You understand and agree that any and all times referenced herein or related to this Agreement shall refer to the local time in White Plains, NY unless expressly stated otherwise.

Review of Agreement.
You represent, warrant, and covenant that you had an adequate opportunity to review this Agreement and to seek legal counsel prior to entering into this Agreement.

Severability.
Each provision of this Agreement shall be severable from all other provisions of this Agreement. If any provision of this Agreement shall be determined to be invalid or unenforceable in any litigation among the Parties, such provision shall be deemed to be amended to the extent necessary to render this Agreement valid and enforceable, and the remaining provisions of this Agreement shall be valid and enforceable.

Interpretation.
This Agreement shall be interpreted as follows: (a) equally against the parties regardless of who is more responsible for its preparation; (b) if there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law; (c) gender or lack of gender of any word shall include the masculine, feminine, and neuter; (d) singular shall include plural and plural shall include singular; (e) the words “include” and “including” mean, in addition to any regularly accepted meaning, “without limitation” and “including but not limited to”; (f) references to Sections refer to Sections of this Agreement; (g) subject headings, captions, and titles shall not affect the interpretation of this Agreement; (h) the definition of any term in this Agreement shall apply to all uses of such term whenever capitalized or the context requires; and (i) any exhibits or addendums to this Agreement shall be incorporated into this Agreement as though fully set forth word for word in this Agreement.

Further Assurances.
You are required to execute and deliver any other documents and take further actions as may be necessary to fulfill your obligations pursuant to this Agreement.

Transfer of Rights and Obligations Under This Agreement.
This Agreement and your rights and obligations pursuant to this Agreement may not be assigned, delegated, or otherwise Transferred to any Person without our written consent in our sole and absolute discretion. Any assignment, delegation, or other Transfer of this Agreement or any of your rights or

obligations pursuant to this Agreement shall not release you from any of the provisions of this Agreement. We may Transfer all or any part of this Agreement without notice to or consent from you. In connection with any Transfer by us, you hereby irrevocably consent to the disclosure of information pertaining to you and, this Agreement in connection with such Transfer. You acknowledge that we have not made any representation, warranty, or covenant to you with respect to the Transfer of all or any part of this Agreement. Any Transfer by us of this Agreement shall release us from any further liability to you whatsoever. You shall indemnify and hold us harmless from and against all liabilities arising out of any Transfer of all or any part of this Agreement.

Third Party Beneficiary.
The Parties do not intend to create any rights under this Agreement for the benefit of any third-party beneficiary except as provided in this Agreement.

Binding Effect.
The Parties executed and delivered this Agreement with the intent to be legally bound to its provisions. This Agreement shall inure to the benefit of, shall be binding on, and shall be enforceable by the heirs, successors, and assigns of the Parties.

Waiver.
The provisions of this Agreement may be waived only by a subsequent written agreement executed by us. Any delay or inaction by us shall not be construed as a waiver of any of the provisions of this Agreement. A waiver of any provision of this Agreement by us: (a) shall not be construed as a waiver of any other provision of this Agreement; (b) shall be applicable only to the specific instance and for the specific period in which the waiver may be given; (c) shall not be construed as a permanent waiver of any provision of this Agreement unless otherwise agreed by us in a subsequent written agreement executed by us; (d) shall not affect any right or remedy available to us; and (e) shall be subject to such terms and conditions as provided in a subsequent agreement executed by us.

Conflict Between This Agreement and Other Agreements.
In the event of an irreconcilable conflict between the provisions of this Agreement and the provisions of the written account agreement between you and us regarding a Connected Account, the provisions of the written account agreement shall control. In the event of an irreconcilable conflict between the provisions of this Agreement and the provisions of any Treasury Management Services Agreement and any applicable addendums between you and us, the provisions of this Agreement shall control.

Entire Agreement.
This Agreement contains the entire agreement of the Parties on the subject matters of this Agreement, and any oral or prior written understanding on the subject matters of this Agreement shall not be binding on us. You represent, warrant, and covenant that you have not been influenced to enter into this Agreement by any Person and have not relied on any representation, warranty, or covenant of any Person other than as provided in this Agreement. You agree that: (a) it shall be unreasonable for you to have or rely on any expectation or perception not reflected in the provisions of this; (b) if you have or shall develop an expectation or perception (i) contrary to, (ii) in addition to, or (iii) that there is a conflict among the provisions of this Agreement, you shall have a duty to give written notice to us immediately; and (c) if you shall fail to obtain an amendment to this Agreement after having developed such expectation or perception, such failure shall be an admission for evidentiary purposes in any litigation that the expectation or perception was not reasonable and was not part of the final binding agreement of the Parties.

I have read and understand the foregoing agreement and agree to be bound by all its terms and conditions.

# Zelle® Network Standard Terms

1. **Description of Services**
   a. The Zelle® network ("Zelle®") is a convenient way to send and receive money with others you trust. Zelle® enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle® (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the "Service"). We will refer to financial institutions that have partnered with Zelle® as "Network Financial Institutions".

   b. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transferred by a Network Financial Institution.

   c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. **Eligibility and User Profile**
   When you enroll to use the Service you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

   You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.

   Content Standards: You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle® or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

We reserve the right to amend these terms and conditions at any time. You will be provided with the Amended terms upon signing into Zelle, and should you continue to use Zelle, shall be deemed to have accepted them.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle® tag. Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

**3. Consent to Use and Disclose Personal Information (Including Account Information)**

By using the Zelle service you are consenting to sharing your personal information including account information with Zelle and other Network Banks for the purpose of processing payment transactions in accordance with its customary processes and procedures.

**4. Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Policy at https://www.necb.com/PrivacyPolicy, which our Privacy Policy is incorporated into and made a part of this Agreement by this reference.

**5. Wireless Operator Data**

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

**6. Enrolling for the Service**

a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time .You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.

b. Once enrolled, you may:
   i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and

   ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money".

c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

d. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle®.

e. If you enroll for the Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.

7. **Consent to Emails and Automated Text Messages**
By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

b. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.

e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at NECB@billsupport.com or 1.866-287-7500. You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported Carriers: AT&T, Sprint, T-Mobile®, Verizon, U.S. Cellular®, Alaska Communications Systems (ACS), bandwidth.com (includes Republic

Wireless), Bluegrass Cellular, Boost Mobile, CableVision, Carolina West Wireless, CellCom, Cellular One of N.E. Arizona, C Spire Wireless (aka Cellular South), Chariton Valley Cellular, Chat Mobility, Cleartalk (Flat Wireless), Copper Valley Telecom, Cricket Wireless, DTC Wireless, Duet Wireless, East Kentucky Network (Appalachian Wireless), ECIT/Cellular One of East Central Illinois, GCI Communications, Google Voice, Illinois Valley Cellular, Inland Cellular, iWireless, Leaco Rural Telephone Cooperative, MetroPCS, Mid-Rivers Communications, Mobi PCS, MobileNation/SI Wireless, MTA Wireless/Matanuska Kenai, MTPCS Cellular One (Cellone Nation), Nex Tech Communications, Northwest Missouri Cellular, nTelos, Panhandle Wireless, Pine Cellular, Pioneer Cellular, Plateau Wireless, Rural Independent Network Alliance (RINA), Sagebrush Cellular aka Nemont, SouthernLINC, SRT Communications, Thumb Cellular, TracFone (AT&T, Union Telephone, United Wireless, Viaero Wireless, Virgin Mobile, West Central Wireless.

**8. Receiving Money; Money Transfers by Network Financial Institutions**

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Service, you have no ability to stop the transfer By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, the other Network Financial Institutions and other Zelle® users, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this [Agreement] and the procedures of the business or government agency that is sending you the payment.

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

**9. Sending Money; Debits by Network Financial Institutions**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this [Agreement], and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust.

In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, the other Network Financial Institutions, and other Zelle® users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle® delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

Neither we nor Zelle® have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

**10. Liability**

Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

**11. Send Limits**

We reserve the right, at our discretion, to impose limits on the amount(s) and/or number of payments you may send, receive, or request over a certain period of time. If you attempt to send, receive, or request payment(s) in excess of your limit, such payment may be rejected. If you are permitted to send, receive, or request payment(s) in excess of your limit, such payment shall be subject to these Zelle Terms of Use, and we are not obligated to permit similar payment(s) at other times. We reserve the right to change the limits at any time and at our discretion.

**12. Requesting Money**

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

**13. Transaction Errors**

Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the service

**14. Your Liability for Unauthorized Transfers**

Please refer to the Electronic Fund Transfer Disclosure section of NorthEast Community Bank's Personal Account Disclosures your rights and liability for unauthorized transfers. Transfers made based on incorrect information you provide are not unauthorized transfers.

**15. Liability for Failure to Complete Transfers**

In using the Service, you are requesting the Service to make payments for you from your designated account. If we are unable to complete the transaction for any reason associated with your designated account (for example, there are insufficient available funds to cover the transaction), the transaction will not be completed, and we will not be liable. The Electronic Fund Transfer Disclosure section of NorthEast Community Bank's Personal Account Disclosure states additional circumstances in which we will not be liable for failure to complete transfers.

**16. Fees**

There is no fee to use the Service; however, please refer to our separate fee schedule for additional information about other applicable charges. We may at any time change the fees that apply to the Service. We will give you reasonable notice of such change as required by law.

If we process a transaction in accordance with your instructions that overdraws your account with us, we may assess a fee for any such overdraft in accordance with The Terms and Conditions of Your Personal Account section of NorthEast Community Bank's Personal Account Disclosures. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Service.

**17. Use of Our On-line Banking Website and/or Mobile App**

You agree to access this website and/or mobile app in compliance with our Terms of Use, which are available at:
https://www.necommunitybankonline.com/bridge/disclosures/ib/disclose.html
and incorporated into and made part of this Agreement by this reference.

**18. Cancellation of the Service**

We may, at any time and without prior notice to you or other Zelle Service participants, suspend or terminate the Zelle Service.

**19. Right to Terminate Access**

We reserve the right to terminate, modify, add and remove features from this Service at any time and at our sole discretion as permissible by law. You may reject changes by discontinuing use of this Service. Your continued use of this Service will constitute your acceptance of and agreement to such changes.

In the event you violate any terms of this Zelle Terms of Use Agreement, there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or we have problems with your use of the Zelle Service, you agree that we may suspend or terminate your access to the Zelle Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Service participants, suspend or terminate:

a. The Service;
b. Your ability to send or receive funds through the Service;
c. Your ability to send funds through the Service, while continuing to permit you to receive funds;

d. Your ability to request funds; or
e. Your ability to receive requests for funds.

**20. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**21. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANICAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® SERVICE OR WITH THE TERMS OF THIS [AGREEMENT], YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS ($100.00).

**22. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

**23. Governing Law; Choice of Law; Severability**

The laws that govern your account relationship with us as explained in the Terms and Conditions section of NorthEast Community Bank's Personal Account Disclosures govern this Zelle Terms of Use Agreement. Refer to the Terms and Conditions section of NorthEast Community Bank's Personal Account Disclosures for additional information regarding this section of the Agreement.

**24. Miscellaneous**

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle®. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.