

IDB BANK'S Consumer Online and Mobile Services Program Terms and Conditions

The use of the Services, as defined below, offered by Israel Discount Bank of New York, a bank organized under the laws of the State of New York (the "Bank" or "we" or "us"), as part of its IDBAccess Online and Mobile Services ("Program") by each Bank individual customer on an account with Bank, who has applied for access to the Program (each, a "Customer" or "you" or "your"), shall be governed by and shall be subject to the Deposit Account Agreement and Disclosure, provided to you at account opening, and the following terms and conditions (collectively the "Terms and Conditions"), which Customer agrees to by logging on to the IDB Access website, mobile device and/or otherwise utilizing the Program described herein.

GENERAL TERMS AND CONDITIONS. The following general terms and conditions apply to all Services provided by Bank to Customer. Terms applicable to a specific Service are as set forth in the respective service terms.

1. **Program.** As a subscriber to the Program, Customer requests to use the applicable Primary Services and any requested Additional Services listed below (any subsequent additions/deletions may be requested by submitting the appropriate forms provided by the Bank when requested) (collectively, the "Services"). Customer will be able to access the Services from any device supported by the Program.

Primary Services (all included by signing the Bank Consumer IDB Access Online Bank Agreement)

- Informational services pertaining to Customer's accounts, including access to: account balances and details for Demand Deposits, Time Deposits, and Loans ("**Informational Services**").
- Initiation of account transfers between Customer's demand deposit accounts at Bank ("**Account Transfers**").
- Initiation of request(s) to stop payment of checks ("**Stop Payment Orders**").

Additional Services (each optional, to be selected by checking "Yes" on your signed Consumer IDB Access Online Bank Agreement)

- **Bill Pay.** If Customer has instructed the Bank by signing the Consumer IDB Access Online Bank Agreement, in order to initiate Bill Pay Services as described in Section [*] below, it shall be subject to these Terms and Conditions
- **Wire Payment Access.** Provides Customer with the functionality to initiate instructions to transfer available funds from your designated account(s) at Bank to accounts of third parties, either in Bank or elsewhere, subject to these Terms and Conditions.
- **Remote Deposit Capture.** Provides Customer with the functionality to make deposits to Customer's checking, savings, or money market savings accounts from a compatible mobile device or bank approved scanner by scanning or photographing checks and delivering the images and associated deposit information to Bank or Bank's designated processor.

Customer acknowledges that the updating of Informational Services data appearing on the computer screen will vary by product and the indicated amounts are subject to confirmation by the Bank. Customer further acknowledges that this Program is provided only for those Services expressly authorized above. All other transactions, inquiries, complaints or other banking needs should be directed through your account officer and are subject to applicable Bank rules.

2. **Termination / Modification.** The Bank can terminate access to this Program, with or without cause, upon at least 21 days' prior written

notice. Customer can terminate access to this Program at any time, with or without cause, upon written notice to the Bank. Without limiting the foregoing, upon at least 21 days prior written notice the Bank may terminate the Program and may also eliminate the Services included in the Program. The Bank may add new Services with or without notice (oral, written or via electronic means) to you of such action.

3. **Fees.** A monthly fee may be charged for use of the Services, as set forth from time to time on the Bank's standard Schedule of Fees provided by the Bank from time to time. The Bank reserves the right to change the monthly fee for access to and use of the Services in the future, upon at least thirty (30) days prior written notice to Customer.

Customer will also be charged and the Bank reserves the right to change from time to time Bank's standard fees for Stop Payment Orders, Wire Payments, Supply Orders and other transactions, whether initiated through the Program or otherwise, as set forth in the Bank's applicable schedule of fees for those types of services.

4. **User IDs and Online Services Administrators.** Bank shall assign User Identification Names ("User IDs") to Customers and/or other persons who are to have access to Program Services ("Users") and shall specify those Services and/or functions relating to such Services ("User Permissions") which shall be associated with each User ID. Customer shall also have the right to direct Bank to cancel User IDs from time to time or to change the User Permissions associated with User IDs. Such designations, cancellations and changes shall be made in writing on a form or in the manner that the Bank requires at the time of the request. In addition, any Customer who has applied for Wire Payment Access, will be required to comply with the Bank's security procedures in effect.

In order to terminate the authority of any User or to designate an additional or replacement User, Customer must furnish a written request on a form or in the manner that the Bank requires at the time of the request and in compliance with the Bank's security procedures in effect. In the case of any inconsistency between the authorization(s) granted under the applicable document issued under this section and any other authorization issued by Customer to Bank, the authorization(s) issued hereunder shall control in respect to the Services provided under this Program. Customer is not required to tell Bank the identities of the Users, and Bank shall be under no obligation to keep records of such identities. Any and all Users must be assigned their own personal User ID.

In order to access Services, a User will need both a valid User ID and a related Password. The person assigned the User ID will be required to enter the initial password and change the initial Password the first time he or she accesses the Program. Thereafter, Users will be able to use a feature of the Program to change their Passwords from time to time. Customer is hereby advised to cause its Users to change their Passwords frequently in order to reduce the risk of unauthorized use of Program Services relating to Customer's accounts. Customer shall be solely responsible maintaining the confidentiality of the Passwords and User ID of its Users. If Customer believes that any Password or User ID has fallen into unauthorized hands, it must notify Bank immediately. Also, if your statement for a consumer account shows transfers covered by these Terms and Conditions that you did not make or authorize, tell us at once.

Contact in the Event of Unauthorized Transfer: If you believe your User ID and/or Password for the Program have been lost, stolen, or otherwise compromised, or that someone has transferred or may transfer money from your account without your permission:

Call us immediately at:
(800) 517-3183 and notify your Account Officer.

5. **Authorization of Bank; Customer Responsibility.** CUSTOMER HEREBY AUTHORIZES BANK TO ACT IN ACCORDANCE WITH INSTRUCTIONS RECEIVED BY BANK BY MEANS OF THE PROGRAM, AND BANK MAY, WITHOUT FURTHER INQUIRY, TREAT SUCH INSTRUCTIONS AS CUSTOMER'S VALID ORDERS AND/OR DIRECTIONS. Without limiting the generality of the foregoing or any other provision of these Terms and Conditions, Customer hereby acknowledges that it shall be solely responsible for the accuracy and completeness of all information contained in instructions sent to Bank by means of the Program, for the selection and supervision of its Users, and for preventing unauthorized use of Program Services relating to Customer's accounts by causing its Users to maintain the confidentiality of their Passwords. **The Bank will only comply with instructions relating to those Services authorized for Customer under this Program and will not be liable for failing to act on any others that may be received through the use of the Program. In the case of any inconsistency between authorizations received pursuant to the terms of these Terms and Conditions and existing authorizations for access to customer's account(s) on file with Bank, authorizations pursuant to the terms of these Terms and Conditions shall control. If Customer requires more than one authorized signer's signature or authorization to conduct certain transactions related to Customer's account(s) or the Services, this requirement will be deemed solely for Customer's own purposes. Bank will not be liable to Customer as long as at least one authorized signer's signature appears on Customer's checks, drafts, instructions, or orders, or if Bank's records indicate that a transaction, payment or other product use was made by or on behalf of one authorized signer. In the event of any system failure, Bank reserves the right to require additional documentation, including written authorization via facsimile from the Customer before accepting any order reinstating Customer's access to the Cash Management System.**

6. **Stop Payment Orders.** A. **Checks.** Stop Payment Orders placed through the Program shall be subject to the following requirements: Effective Period: A Stop Payment Order placed through the Program shall be effective on the business day following receipt and will remain effective for 6 months, unless canceled by Customer in writing.

Customer hereby acknowledges that there may be claims or demands made against Bank as a result of Customer's Stop Payment Orders to Bank. Customer agrees that Customer will be responsible to Bank if any claim or demand is made against it as a result of Bank having acted in accordance with a Stop Payment Order from Customer, whether made through the Program or otherwise. Customer hereby agrees to reimburse Bank for any reasonable costs, expenses or attorney's fees that it may incur in defending itself against any such claims or demands. Customer understands that ALL information provided in a Stop Payment Order must coincide precisely with the check on which Customer requests the payment stopped. Customer hereby acknowledges that since Bank is totally reliant on its computer system to identify the check, any discrepancy error, especially in amount (even as small as \$.01) check number or account number, will prevent Bank from properly implementing a Stop Payment Order. Before placing a Stop Payment Order, Customer shall confirm (by means of records available to it through the Program, bank statements and otherwise) that the check which is subject of the Stop Payment Order had not been paid on any business day preceding the date the Stop Payment Order is placed.

B. **ACH DEBIT BLOCKS (BLOCK ALL):** The "Block All" ACH debit protection Service helps Customer minimize ACH debit fraud by blocking unauthorized transactions. By using this Service, Customer authorizes Bank to block all ACH debits from posting to Customer's account. Bank will automatically return any ACH debits presented on Customer's account and Customer shall hold Bank harmless and indemnify Bank from any expenses or costs in connection with Customer's usage of this Service.

7. **Account Transfers/Wire Payment Services.** Account Transfer and/or optional Wire Payment Access Services instructions made through the Program (each, an "Account Transfer") shall be subject to the following *additional* terms and conditions:

Any Account Transfer Instruction received after the times designated by the Bank as cutoff times (as may be revised from time-to-time, at the Bank's discretion) on a Business Day (a day on which commercial banks are open for business in New York), may not be processed until the Bank's next banking day. Bank shall be under no obligation to make any transfer unless Customer has on deposit in the account from which the transfer is to be made collected and available funds sufficient to cover such transfer. A hold will be placed on the account from which the requested and approved transfer is to be made for the amount of the requested transfer on the date the request is processed by Bank.

Customer hereby authorizes Bank to debit, credit, and/or adjust the balances in Customer's designated accounts with Bank to effect Account Transfers in accordance with Customer's instructions as received by Bank through the use of the Services. Bank shall have no obligation with respect to Customer's Account Transfer instructions until accepted by Bank. Bank reserves the right to reject any Account Transfer instruction as Bank shall reasonably determine in its sole discretion. In the event that Bank rejects any such Account Transfer Instruction, Bank may notify Customer of any such action by any means reasonable under the circumstance, which need not be in writing.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE IN CONNECTION WITH THE SERVICES, ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE IN CONNECTION WITH THE SERVICES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

Bank shall not be liable for any error or delay in an Account Transfer or related act due to any cause other than Bank's own gross negligence or willful misconduct. Customer agrees that all damages and other compensation due to it as a result of Bank's gross negligence in promptly and accurately effecting an Account Transfer instruction or related act shall be limited to an amount equal to interest on the funds at the federal funds rate paid by Bank at the close of business on each day the error or delay remains uncorrected; provided, however, that if Bank is unable to recover all or any part of erroneously transferred funds from a transferee who has no claim to them, Bank shall be liable for Customer's actual loss, not to exceed the amount of funds which Bank is unable to recover.

Bank is also hereby authorized to act upon such other directions and instructions ("Subsequent Instructions") relating to Transfer Instructions previously placed through the Program, including the cancellation, revocation or amendment of such prior instructions, which must be received at least 1 Business Day (as defined in the Deposit Account Agreement and Disclosure) prior to the originally requested effective date. The Bank will attempt, on a best efforts basis, to process requests to cancel, revoke or amend Subsequent Instructions received after the above-indicated time frame on the same Business Day that such request is received, but is not

obligated to do so. Any Subsequent Instructions must be in writing or, if given by telephone or facsimile, they must be confirmed in writing or otherwise authenticated as set forth in the security procedures provided for in the Customer's Terms and Conditions for the Transfer of Funds with Bank, and must be signed by a person authorized to withdraw funds by means other than the Program from the account from which the Transfer Instructions is to be made. Customers hereby indemnifies and holds Bank harmless from and against any and all claims, demands, losses, liabilities or expenses, including attorneys' fees (whether or not such attorneys are employed by Bank or any other company) incurred by Bank in acting or attempting to act pursuant to any such Subsequent Instructions. Any such Subsequent Instructions must be timely given and Bank makes no representation or warranty as to its ability to revoke or cancel a Transfer Instruction once made.

If Bank receives proper instructions to revoke or cancel a Transfer Instruction already made, Bank may, but shall not be obligated to, attempt to recover the funds from the transferee using whatever steps it deems reasonable to accomplish the same, and Customer will indemnify Bank against any and all claims, demands, losses, liabilities or expenses, including attorney's fees (whether or not such attorneys are employed by Bank or any other company) which Bank may incur in attempting to effect such recovery of funds. Upon receipt of Wire Payment instructions placed through the Program, Bank shall be authorized to transfer funds by wire, book entry, or other means from any account of Customer designated in such instructions, whether now or thereafter maintained with Bank, to any third party designated in such instructions at Bank or to Customer or any other party at any other financial institution.

Following the receipt of a Transfer Instruction, Bank reserves the right to verify or authenticate any requested Transfer Instruction or other related act by subsequent telephone calls to Customer, or by any other means which Bank may deem appropriate, but its failure to verify or authenticate any such instructions shall not be evidence of any failure to exercise reasonable care or good faith. Bank shall not be liable for its refusal to honor any Transfer Instruction if Bank in good faith is unable to verify or authenticate such Transfer Instruction to Bank's satisfaction, as Bank shall reasonably determine in its sole discretion. Bank shall be under no obligation to make any Transfer Instruction unless Customer has on deposit with Bank collected and available funds sufficient to cover such Transfer Instruction. In the event that Bank rejects any such Transfer Instruction, Bank may notify Customer of any such action by any means reasonable under the circumstances, which need not be in writing.

8. **Risk of Loss.** In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than the Services to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

9. **Error Resolution Notice.** Your account at the Bank and your use of the Services are governed by, to the extent applicable, Regulation E and/or disclosures previously provided. In case of errors or questions about your electronic transfers, call your Account Officer immediately.

10. **Periodic Statements.** You will receive a periodic account statement from us for your deposit accounts. The payee name, payment amount, and transaction date will be reflected for each payment made through the Services. You agree to review your periodic statements in accordance with this and any other agreements governing your accounts, including your account terms and conditions, for accuracy of all data transmitted through the Services within sixty (60) days of receipt or when made available.

11. **No Signature Requirements.** When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is

drawn, without requiring your signature on the item and without any notice to you.

12. **New Services.** We may, from time to time, introduce new services. We will update these Terms and Conditions to notify you of the existence of such new services. By using any new services when they become available, you agree to be bound by the terms contained in these Terms and Conditions as they may be changed from time to time.

13. **Notices.** You agree that by using the Services, all notices or other communications which we may be required to give you arising from our obligations under these Terms and Conditions or the Service may be sent to you electronically to any electronic mailbox we have or will establish for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law and as applicable under the Electronic Signatures in Global and National Commerce Act (E-Sign), and you agree that you will not attempt to circumvent receiving any electronic messages. You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the "print" function of your software, or you may request that we mail you a paper copy of such communication by contacting us. Generally, we cannot act on instructions sent by you from an email address alone. If, for any reason your external email address changes or becomes disabled, please contact us immediately so that we may continue to provide you with automated messages. Because we may also use external email to send important notices about service and privacy changes, we require that every online banking customer provide us with a valid and current external email address. You are responsible for providing us with a valid email address and you may notify us of any changes to your external email address through the approved change form and/or process as determined by Bank.

14. **Notice of Errors.** Not more than 14 days from the periodic statement (or other documentation provided by the Bank) postmark date for any account which is the subject of a Wire Payment or Account Transfer instruction or other non-electronic funds transfer Service hereunder, Customer will cause such periodic statement and any available Account History to be examined and will immediately notify Bank of any discrepancy or error therein or it will otherwise be considered correct and final. Bank will, upon written request provide Customer with such additional information with respect to said Wire Payment or Account Transfer as Customer may reasonably request.

15. **Limitations on Bank's Liability.** To the maximum extent permitted by applicable law or regulation, and except as otherwise expressly provided in these Terms and Conditions:

A. IN NO EVENT SHALL BANK BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INJURIES, DAMAGES FOR LOSS OF BUSINESS PROFITS OR GOODWILL ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S PARTICIPATION IN THE PROGRAM, USE OF THE COMMUNICATIONS SOFTWARE OR ANY SERVICES PROVIDED OR MADE AVAILABLE THEREUNDER, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PUNITIVE DAMAGES OR ATTORNEYS' FEES OR, DAMAGES WHICH MAY RESULT FROM VIRUSES OR OTHER SIMILAR HARMFUL COMPONENTS THAT MAY ENTER YOUR COMPUTER SYSTEM BY DOWNLOADING INFORMATION OR OTHER MATERIALS FROM OUR INTERNET SITE. BANK WILL ALSO NOT BE LIABLE FOR ANY LOSSES OR DELAYS IN TRANSMISSION OF INSTRUCTIONS ARISING OUT OF THE USE OF ANY INTERNET SERVICE PROVIDER OR ANY BROWSER SOFTWARE.

B. BANK MAY CONCLUSIVELY RELY UPON AND SHALL BE FULLY PROTECTED AGAINST ANY LIABILITY FOR ANY ACTION TAKEN OR OMITTED IN ACCORDANCE WITH (1) ANY DIRECTION MADE THROUGH THE PROGRAM BY A PERSON USING A USER ID ISSUED TO CUSTOMER AND THE CURRENT PASSWORD

ASSOCIATED THEREWITH, (2) ANY USER ID MAINTENANCE FORM BELIEVED BY IT IN GOOD FAITH TO BE GENUINE AND TO HAVE BEEN SIGNED BY CUSTOMER OR (3) ANY OTHER DIRECTION, REQUEST OR INSTRUMENT BELIEVED BY IT IN GOOD FAITH TO BE GENUINE AND TO HAVE BEEN SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF CUSTOMER.

C. Bank shall have no liability to Customer if the Services are utilized by Customer for a purpose or in a manner not contemplated and authorized by these Terms and Conditions.

D. Bank shall not be responsible for failure or delay in providing Services or for any other loss suffered by Customer arising out of or in connection with Customer's participation in the Program or any Services provided or made available thereunder due to any occurrence, act or omission not within Bank's reasonable control, including without limitation, the inoperability of any communications, computer or payment system, power outages, courier services, Acts of God, actions of any government either in its sovereign or contractual capacity, strikes, labor disturbances, war, riots and civil disturbances.

E. Bank shall have no obligation to provide Customer with any advice or notice concerning the Services, including without limitation any advice or notice relating to the execution of any Wire Payment instruction, Account Transfer Instruction, Stop Payment Order or Supply Order.

F. Bank shall have no liability to any third party on account of the performance of the Services hereunder and the parties specifically agree that there are no intended or incidental third-party beneficiaries of the Services.

G. In the event that Bank furnishes or installs Communication Software, neither Bank nor its representative shall be liable for damage to, or destruction or loss of, any software, data or other property of Customer or any other person arising out of or in connection with the installation or operation of the Communications Software and hereby indemnifies the Bank for such claims. Without limiting the foregoing, Customer shall be responsible for taking all necessary steps to protect against damage to or loss of such data and programs, including but not limited to backing up all files prior to the Installation of the Communications Software. In no event shall Bank be liable for any defects in any commercially available Communications Software furnished by it.

H. Bank shall have no liability to Customer in respect to any of the Services that are directly utilized by Customer for transactions with third parties and without the intervention of the Bank for a purpose or in a manner authorized by these Terms and Conditions and/or the Online Services User Guides.

I. BANK DISCLAIMS ALL WARRANTIES RELATING TO ITS SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

J. The foregoing limitations on Bank's liability shall be cumulative with, and not in lieu of, such other limitations as appear in other sections of these Terms and Conditions.

16. **Indemnification of Bank by Customer.** You acknowledge and agree that you are personally responsible for your conduct while using the Services and hereby agree to indemnify, defend and hold Bank, its directors, officers, employees, attorneys, agents, successors and assigns, harmless from and against any and all claims, demands, losses, liabilities or expenses, including attorney's fees (whether or not such attorneys are employed by Bank or any other company) resulting directly or indirectly from any claims of any third party based on acts or omissions of Bank in the performance of Services or otherwise in connection with the Program hereunder, including, but not limited to any actions taken by us pursuant to your instructions, including, but not limited to, your violation of these Terms and Conditions or the rights of any third-party (including, any privacy rights). Customer's foregoing indemnification obligations shall survive termination of the banking relationship with Bank and shall be cumulative with, and not in lieu of, such other indemnification obligation of Customer as appear in other sections of these Terms and Conditions.

17. **Account and Other Agreements.** The Services to be provided under this Program shall also be subject to the terms and conditions of Bank's standard agreement(s) with Customer, including but not limited to those relating to Customer's account(s), as the same may be amended from time to time, including any limitation on the number and types of transfers, payments or withdrawals which may be made to or from such account(s) in any monthly or other cycle period.

To the extent that any provision of these Terms and Conditions is inconsistent with any provision of any Account Agreement, Funds Transfer Terms and Conditions Agreement or other agreement between Customer and Bank, the provisions of these Terms and Conditions shall govern with respect to transactions placed through the Program.

18. **BILL PAY SERVICE ADDITIONAL TERMS.**

A. **BILL PAY SERVICE.** If Customer has requested and been approved to use the Bill Pay Service, Customer will have the ability to make one-time or recurring payments from designated checking account(s) (the "Bill Pay Account(s)") to companies or individuals ("Payees") that Customer selects via the Bill Pay System. (Payments made via the Bill Pay Service are hereinafter referred to as "Bill Payments"). Customer will also have the ability to receive bills electronically from participating Payees. Customer understands and agrees that Bank may use a third-party vendor to process Bill Payments.

B. **ELIGIBLE ACCOUNTS AND PAYEES.** Bill Pay Service is restricted to checking accounts. Customer understands that savings or money market accounts may not be used to make payments via the Bill Pay Service. Customer also understands and acknowledges that the Bank reserves the right to restrict Payees or categories of Payees to whom payments may be made using the Bill Pay Service. International payments and payments to state or Federal governmental units or entities are not permitted to be made via the Bill Pay Service. Payees must have a valid U.S. mailing address.

C. **LIMITATION ON PAYMENT TRANSACTIONS.** The dollar limit for Bill Payments will be based on available funds for any one Bill Payment and for the total of all Bill Payments on any given day. For Security reasons, Bank may change Bill Payment limits from time to time. To avoid an overdraft or a missed payment, funds available in Customer's Bill Pay Account on the "Payment Date" (as defined hereinafter) must be sufficient to cover the amount of all Bill Payments. If Customer does not have sufficiently available funds in its Bill Pay Account, Bank may, at its sole option, make Payments. This could cause Customer's Bill Pay Account to be overdrawn and a non-sufficient fund fee and overdraft fee to be charged.

D. **SCHEDULING AND PROCESSING OF PAYMENT.** Customer acknowledges that, even though many Bill Payments will be sent electronically to the Payee, some Bill Payments will be sent by paper check via the U.S. Mail. Customer authorizes Bank or its third-party vendor to choose the method of transmission of any Bill Payment initiated by Customer. Customer must provide a Payment Date for each payment, whether recurring or non-recurring (single). The Payment Date is the date that Customer wants the Payee to receive its payment. The Payment Date must be on or before the date that payment is due as required by Payee. When scheduling the Payment Date, Customer should not include any grace period that the Payee may allow.

CUSTOMER UNDERSTANDS AND AGREES THAT, TO ALLOW FOR PROCESSING AND MAILING, IF APPLICABLE, CUSTOMER MUST SCHEDULE OR TRANSMIT PAYMENT INSTRUCTIONS AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE PAYMENT DATE. BANK IS NOT RESPONSIBLE FOR DELAYS IN MAIL.

Customer may enter a Bill Payment request as a one-time transaction or a recurring transaction. Bill Payments may be scheduled up to one year in advance of the Payment Date. Any recurring Bill Payment must have a fixed frequency and amount. Once Customer has requested a recurring Bill Payment, the Bill Payment will be made regularly by Bank without further request from Customer.

Customer is responsible for taking any necessary corrective action if a Bill Payment is rejected for any reason and making sure that Bill

Payments have not been rejected. Customer agrees to notify Bank if it receives notice from a Payee that any payment through the Bill Pay Service has not been completed or remains unpaid.

If the Bill Pay Service is unavailable for any reason, or the Internet Service that Customer has chosen is unavailable, Customer is responsible for paying its bills by other means.

E. LIABILITY. By using the Bill Pay Service, Customer authorizes Bank and/or its third-party vendor to follow the payment instructions that Customer provides to Bank via the Bill Pay Service and to make payment to the Payees that Customer designates. However, Bank shall not be obligated to make any payments unless Customer's Bill Pay Account has sufficient available funds on the Payment Date.

If Bank does not complete a Bill Payment on time or in the correct amount (provided Customer has given Bank the correct necessary information, selected a timely Payment Date, and scheduled or transmitted payment instructions at least five (5) Business Days before the Payment Date), Bank will pay any late fee as long as Customer's account is in good standing with the merchant or other Payee. Bank will not be liable for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic, or otherwise, caused by the Bill Pay Service or the use of the Bill Pay Service except as otherwise expressly provided for in these Terms and Conditions or by applicable law. Without limiting the foregoing, Bank shall not be liable if Customer has not provided Bank with complete and correct payment information, including, without limitation, the name, address, account number and payment amount for the Payee on any Bill Payment instruction. Bank is not responsible for what happens to a payment once it is received by the Payee, including any applicable finance charges and late fees, or any other action taken by a Payee resulting from a payment that arrives late because payment instructions were not scheduled or transmitted timely, the Payment Date selected by Customer was not timely, or if Customer gives any incorrect or incomplete Bill Payment Instruction(s) or addresses.

F. CUT-OFF TIMES: Payments entered on the Bill Pay System before the times designated by the Bank, as changed from time to time, Eastern Standard Time on a Business Day, will be scheduled and begin processing on the same Business Day. Payments entered after the Bank's cut-off time or on a day that is not a Business Day will be scheduled and processed the next Business Day. Scheduled recurring Bill Payments that fall on a weekend or a non-Business Day will be processed on the prior Business Day.

G. CANCELING OR CHANGING PAYMENTS: Payments may be cancelled or changed prior to confirmation of such payment, and in accordance with on-line instructions. Completed payments may not be cancelled or changed.

H. E-BILLS: E-Bills is a feature of the Bill Pay Service that enables Customer to receive bills electronically from participating Payees. Customer understands and acknowledges that Payees establish their own criteria for reviewing a request to receive e-bills and have sole discretion to accept or decline Customer's request. Bank takes no responsibility if a Payee does not provide the necessary data to forward an e-bill in a timely manner. If Customer does not receive a bill, it is Customer's responsibility to contact the Payee directly. Bank is not responsible for any late charges or other adverse consequences if a bill is not received timely. Any questions regarding bill details should be directed to the Payee.

I. Balance Notification – Q-Cards/NSF Notice: Through Bank Online Services, you may request that Bank send you a notice (via e-mail or on-screen "Q-Cards") if the Accounts you designate fall below or rise above a balance amount designated by you at the end of the Business Day. The notice of your balance amount is provided for your informational purposes only, and Bank will not be liable to you for any losses you may incur including any overdraft charges, if Bank fails to send the notice or sends an incorrect notice.

J. Termination: Bank reserves the right to terminate Bill Payment Services access to Bank upon at least 21 days prior written notice for any reason without notice of refund of previously paid fees. Customer may

terminate their use of the Program upon receipt by the Bank of written notice from Customer to that effect. Such notice will not terminate each Customer's joint and several liability for all transactions (inclusive of related indemnification obligations) initiated through the Program prior to such notice becoming effective on all accounts of similar title linked to the Program or otherwise.

K. Limited Transfers from Money Market Savings Accounts: Federal regulations limit the number of certain pre-authorized transfers – including Bill Pay transactions – from money market savings accounts. Each payment through Bill Pay from your money market savings account is counted as one of the limited transfers you're permitted each statement period (except if to pay obligations with Bank from an account here). We charge a fee for each transaction in excess of this limit. Please refer to your money market account agreements for further information on fee and transfer restrictions. We recommend that you not use a money market savings account to pay bills through Bill Pay because of these restrictions.

L. Reporting Unauthorized Transactions: CUSTOMER Liability for Unauthorized Transactions: Tell us AT ONCE if you believe your User ID and/or Password have been lost or stolen or an unauthorized transaction has occurred. The best way to minimize your loss is to call Customer Service immediately.

As indicated above, the unauthorized use of your Bill Pay service could cause you to lose all of your money in your Deposit Accounts. For Consumer Customers (individuals utilizing these services for a non-business purpose), if you tell us within two (2) Business Days, you can lose no more than \$50 if someone used your User ID and/or Password without your permission. If you believe your User ID and/or Password have been lost or stolen, and you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your User ID and/or Password without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your User ID and/or Password and we can prove that we could have stopped someone from using your Bill Pay service without your permission if you had told us, you could lose as much as \$500. All non-consumer transactions are subject to full customer liability as provided herein.

Also, if your statement shows transactions you didn't perform, tell us at once. If you don't tell us within 60 days after the statement was mailed to you, you may not get back any of the money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Bank Online Services User ID and/or Password, you are authorizing that person to use your Bank Online Services, and you are responsible for authorized transactions the person performs using your Online Banking Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions.

M. Error Resolution: In Case of Errors or Questions About Your Bill Pay Service: If you think your statement or receipt is wrong or if you need more information about a bill pay transfer on the statement, telephone us or write to us as soon as soon as you can - use the telephone number or address on the front of your statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us 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 within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your

complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

N. Our Liability for Failure to Complete Bill Pay Transactions:

Except as provided below, if we don't complete a Bill Pay transaction from your Deposit Transaction Account on time, or in the correct amount, we will pay late fees or finance charges up to \$50 per scheduled payment charged by a Business payee as long as your account was in good standing with the Business Payee prior to the late payment and the fee or the method of its calculation was published by the Business Payee prior to the Due Date. A Business Payee includes any business, merchant or professional who generates a bill or invoice for products or services provided to you or on your behalf and who has an address we can verify. Bank will not be responsible for any fees or charges imposed or other action taken by a payee resulting from a payment that you did not schedule properly or in a timely manner. Additionally, Bank will not be liable to you if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable, for instance:

(a) if, through no fault of ours, you don't have enough available funds in the account you designate to cover a bill payment; (b) if, you do not provide us with the correct payee name, address, account information, or payment amount for a Bill Pay transaction, or if you do not schedule the payment at least ten(10) Business Days in advance of the Due Date; (c) if, a legal order directs us to prohibit withdrawals from the account from which you schedule a bill payment ; (d) if, a bill payment is scheduled from a closed account or a frozen account; (e) if, Bank Online Services wasn't working properly when you started the transaction and you knew about the malfunction when you started the transaction; (f) if, your computer, related hardware, or software malfunctions; (g) if, circumstances beyond our control (such as but not limited to fire, flood or delay in the U.S. Mail) prevent the transaction, despite reasonable precautions we've taken; (h) if, there are postal delays or processing delays by the payee or a payee otherwise mishandles or does not promptly credit a bill payment sent by us; (i) if, the payee cannot or will not accept payment transferred through Bill Pay; (j) if, a bill payment is made from a Restricted Account.

You agree to notify Customer Service promptly if you receive notice from a payee that a payment you made using Bill Pay has not been completed or remains unpaid. Bank will not be liable to you for any damages (including, but not limited to, actual, direct, indirect, special or consequential damages) to the extent that your failure or delay in notifying us that a bill payment was not made prevents us from avoiding or alleviating any such damages.

There may be other exceptions to our liability stated in your Account Rules and Regulations and your applicable Agreement.

O. E-Mail Communication: Communications sent over the internet via e-mail will not be encrypted and should not be treated as a secure method of communication. If you contact Bank via e-mail, you should not send information such as your Password, social security number, or similar information. Bank will not be liable to you for any damages you suffer if a third party obtains information you transmit to us via e-mail.

P. Customer Equipment/Software Liability: You are responsible for obtaining, installing, maintaining and operating all equipment and any related hardware or software used by you to access the Services. We will not be responsible for any errors or failures from the malfunction or failure of your equipment and any related hardware or software.

WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU REGARDING YOUR EQUIPMENT OR SOFTWARE, INCLUDING ANY

WARRANTIES OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE.

Q. Disclosure of Account Information: You authorize Bank to disclose information to third parties about your Accounts or your bill payments through the Bank Online Services:

(a) when it's necessary for completing or bill payment; (b) to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (c) to comply with government agency or court orders; (d) if you give us your written permission.

You acknowledge and agree that under these Terms and Conditions Bank may make payments from your Deposit Accounts that you request using Bank's Online Services. You acknowledge and agree that Bank accepts no responsibility for the use or disposition of funds used to make said payments in accordance with this Authorization.

R. Availability of the Online Services: The Online Services are available 24 hours a day, 365 days a year, except during periods of routine maintenance and upgrades. Availability of the Online Services may be changed at any time in our sole discretion. Bank reserves the right to modify, suspend or terminate such availability and shall not be liable for any interruptions due to forces outside of our control.

19. REMOTE DEPOSIT CAPTURE SERVICE ADDITIONAL TERMS.

A. REMOTE DEPOSIT CAPTURE SERVICE: If Customer has requested and been approved to use the Remote Deposit Capture ("RDC") Service, Customer will have the ability to scan checks received for payment, create deposits, and electronically transfer those deposits for credit to one or more of Customer's demand deposit accounts ("DDAs") or money market accounts ("MMAs") maintained at Bank and designated in writing by Customer (the "RDC Account"). Images of checks scanned by Customer will be transmitted through a secure, browser-based user interface or wireless device. Customer understands and agrees that the RDC Services may be provided directly to Customer by Bank or by Bank's designated third-party vendor. Customer also understands that, at the option of Bank or as otherwise necessary, Bank or its vendor will prepare "Substitute Checks" / Image Replacement Documents (as that term is defined in the Check Clearing For the 21st Century Act (Check 21 Law), and implemented through Regulation CC, 12 C.F.R. Part 229) to facilitate the deposit and collection of Customer's items. Bank may use any means and routes that Bank (or its vendor), in its sole discretion, may consider suitable for the processing of deposits.

B. THE RDC ACCOUNT: Customer must designate and maintain at least one commercial DDA or MMA as the RDC Account to utilize the RDC Service. Customer may designate more than one commercial DDA or MMA as an RDC Account for the RDC Service, provided, however, that Customer must notify Bank to add or delete RDC Accounts. Customer understands and agrees that deposits made via the RDC Service may only be made to a designated RDC Account.

C. TRANSACTION LIMITATIONS: At Bank's sole option and discretion, Bank may establish limitations on the daily aggregate dollar amount of transactions and/or the dollar amount of any one transaction that may be processed through the RDC Service. Alternatively, Bank may require Customer to establish a reserve account at Bank. Customer agrees to comply with any limitations established by Bank.

D. SCANNERS AND OTHER EQUIPMENT AND SOFTWARE: Scanners or mobile device used by Customer to provide the RDC Service must be compatible with Bank's requirements, which may change from time to time. Bank may facilitate Customer's purchase of scanner(s), and, provided that Customer has paid to Bank all amounts due and owing to Bank with respect to the scanner(s) and is not otherwise in default of any of its obligations to Bank, Bank shall transfer to Customer any right, title, and interest that Bank may have at the time of Customer's receipt of the scanner(s) in (i) the scanner(s) and (ii) any assignable warranties provided by the manufacturer or vendor of the scanner(s) to the purchaser of the scanner(s). If the purchase fee has been waived with respect to such purchase, in the event of termination of the RDC Service, Customer shall,

promptly return the scanner to Bank. Notwithstanding Bank's assistance to Customer in connection with Customer's purchase of such scanner(s), Customer understands and acknowledges that Bank is not the manufacturer or vendor of the scanner(s). Customer agrees to look solely to the manufacturer or vendor (as appropriate) in the event of any malfunction or non-performance of the scanner(s). Customer understands, acknowledges, and agrees that Bank assumes no responsibility for the maintenance, repair, performance or malfunction of the scanner(s). As to Bank, Customer acknowledges and agrees that the scanner(s) are provided "AS-IS" and "WITH ALL FAULTS" AND THAT BANK MAKES NO, AND HEREBY DISCLAIMS ANY, WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT TO ANY ASSISTANCE OR SERVICES IF RENDERED BY BANK TO CUSTOMER OR WITH RESPECT TO THE SCANNERS OR ANY RELATED EQUIPMENT, SOFTWARE, OR OTHER TANGIBLE OR INTANGIBLE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR TITLE, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY. Customer is solely responsible for purchasing, obtaining, installing and operating any and all equipment other than scanners, and all software needed to use the RDC Service. Bank will provide Customer with minimum specifications for software and other equipment. Customer agrees to abide by any and all minimum specifications for scanners, equipment and software. Customer acknowledges and agrees that Bank shall not be liable for the maintenance, repair, performance, or malfunction of third-party software, scanners, or other equipment used by Customer in connection with the RDC Service.

Customer agrees to not move the scanner out of the U.S.A.

Customer agrees to notify AND OBTAIN the Bank's approval prior to moving the RDC equipment, other than a mobile device, from the physical address stated below.

E. **SECURITY:** Customer acknowledges and agrees that Customer is solely responsible for determining the authority and limits for Customer Users with access to the RDC Service. Software provided by Bank's third-party vendor includes certain features for enhancing the security of Customer's transaction via the RDC Service. These include the use of passwords or User IDs and approval levels for the type of task performed. It is Customer's responsibility to use these features and to protect the confidentiality of passwords and User IDs. Customer agrees to immediately contact Bank if Customer learns of any breach in security, including without limitation, the loss or theft of any password, hardware security token or User ID, or any unauthorized use of any of Customer's password, hardware security token, applicable mobile device or User IDs. In addition to the foregoing, Customer acknowledges that the RDC Service is subject to all Terms and Conditions herein, including the terms and conditions applicable to security procedures, and Customer agrees to comply with such security procedures.

F. **PROCESSING PROCEDURES:** Customer agrees to comply with all processing and operating procedures provided by Bank from time to time. Bank shall have the sole right to assess Customer's process on an ongoing basis to confirm Customer's compliance with the provisions of these Terms and Conditions. Without limiting the foregoing, Customer agrees to adhere to the following minimum procedures:

1. Checks deposited into an RDC Account must be payable to Customer. Customer shall properly endorse all checks prior to imaging. Endorsements shall be placed in black or dark ink on the back of each check, within the area designated by the Federal Reserve Board's Regulation CC, 12 C.F.R. Part 229.
2. Customer must properly scan or photograph, if on a mobile device, and transmit all information from the front and back of the original check. The RDC Service will reject any items received from Customer that cannot be processed by Bank or its designated processor due to image or MICR quality concerns. Customer agrees to be available to rescan or otherwise present original checks for those items that

cannot be processed due to image, MICR or other quality concerns.

3. Customer may create, approve and submit deposits up to the established cut-off time. Customer understands and agrees that any deposit not submitted by Customer prior to the established cut-off time will be considered received by Bank on the next Business Day following Customer approval.
4. Only United States dollar-denominated checks drawn on United States banks may be deposited via the RDC Service. Bank assumes no responsibility for any check drawn on a non-United States bank or checks payable in any currency other than United States dollars ("non-conforming items") that are deposited via the RDC Service, and Customer shall indemnify Bank for any losses suffered by Bank as a result of processing any non-conforming item.

G. **DEADLINES AND DISRUPTIONS:** Bank will process deposits that are received by Bank prior to the cut-off time established by Bank for accepting items deposited through the RDC Service. Deposits received on a day that is not a Business Day or after the cut-off time for RDC deposits will be considered received on the next Business Day. Availability of funds deposited through the RDC Service will be determined by Bank's current funds availability schedule. Bank reserves the absolute right to change the cut-off time for RDC deposits with prior notice to Customer. Customer understands and acknowledges that all deposits are subject to final collection or subsequent return. Credit for checks deposited is provisional and subject to revocation if the check is not paid for any reason. Internet services are not guaranteed up-time services and can be subject to service disruption of unspecified duration and severity. Such disruptions are beyond the control of Bank. Bank assumes no responsibility for any losses suffered by Customer for the disruption of internet services, equipment or electronic failures, or any other condition beyond the control of Bank. Customer is solely responsible for adopting contingency plans in the event the RDC Service is unavailable to Customer due to service disruptions. Customer shall notify Bank of any interruptions in, or delay or unavailability of the RDC Services as promptly as practicable, and in any event within one Business Day after discovery thereof.

H. **RECORD RETENTION:** Customer agrees to have controls in place to ensure that all checks processed through the RDC Service are destroyed via cross-shredding no earlier than thirty (30) calendar days and no later than forty-five (45) calendar days ("Destruction Period"). Until destruction, Customer agrees to retain original checks in a secure location. Bank may request to inspect any RDC item still in Customer's possession prior to the Destruction Period and Customer shall provide the Bank with the original check or a sufficient copy within 5 calendar days of Bank's request and provide the Bank with written verification of the destruction of all checks, if requested.

Customer agrees that no check transmitted to Bank or its vendor shall be deposited into any bank causing funds to be debited twice from the account of the check writer. Customer agrees to be responsible for all damages resulting from a lack of proper controls over processed checks.

I. **CUSTOMER WARRANTIES AND INDEMNIFICATIONS:** Customer is responsible for all the warranties and indemnifications of a Reconverting Bank as defined in the Check 21 Law and its implementing regulations found at 12 C.F.R. Part 229, as the same may be amended from time to time, to the extent permitted by law. Customer warrants that the images it transmits to Bank or its third-party vendor are faithful recreations of the original paper item. Customer also represents and warrants that duplicate images of the same item will not be presented for payment to Bank or any other financial institution or entity, and that the original item, an image of which has been transmitted to Bank or its third-party vendor through the RDC Service, will not be presented for payment to Bank or any other financial institution or entity. Customer also represents and warrants that (a) checks processed using the RDC Service are properly payable to Customer and are not third party checks; (b) deposit totals accurately match the total of all items deposited; (c) no alterations have been made to checks processed using the RDC Service; (d) all signatures on checks are

authentic and authorized; and (e) following any retention period required by applicable law and/or these Service Terms, original items will be destroyed in a manner that will render the items unreadable and incapable of subsequent recreation or processing.

Customer agrees to indemnify and hold Bank and its third party service providers harmless for (and agrees to immediately reimburse Bank and/or any affected service provider for) all damages of any nature, including the cost of reasonable legal fees incurred by Bank and such service provider, sought by any person or entity against Bank or such service provider under applicable law or asserted under any legal theory or as a result of breaches asserted against Bank or such service provider in connection with Bank's and/or such service provider's provision of the RDC Service, including damages from the presentment or negotiation of the original item by any person or resulting from the submission of duplicate images by any person or resulting from claims that the image or substitute item created from an image is not an accurate and unaltered recreation of the item originally drawn by the drawee.

J. **LIMITATION ON LIABILITY:** Bank shall have no liability to Customer, or any other person or entity for any loss, damage, cost, or expense arising out of the RDC Services (regardless of form in which it is asserted, whether in contract, tort, warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose), except as provided by law for any error or delay in performing the RDC Services provided for in these Service Terms. Without limiting the foregoing, Customer acknowledges and agrees that Bank shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Bank in performing the RDC Services, in accordance with or unintentional deviation from the terms and conditions of this Agreement, including these Terms and Conditions. Customer acknowledges that Bank's systems and procedures established for providing the RDC Services are commercially reasonable.

Bank's liability to Customer, or third parties, under these Terms and Conditions, shall in every case be limited to correcting, reversing, or otherwise making accurate any debit or credit processed by Bank. Except as specifically required by law, Customer agrees that Bank shall not be responsible for any damages, loss, or property damage incurred as a result of Customer using the RDC Services.

K. **RIGHT TO REJECT TRANSACTIONS:** Bank reserves the right to reject any deposit. Without limiting the foregoing, Bank may reject a deposit and shall have no liability for not effecting a transaction initiated by Customer through the RDC Service if:

1. Bank receives actual notice or has reason to believe that Customer has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. Bank suspects a breach of security procedures;
3. Bank suspects that Customer's RDC Account(s) has been used for illegal or fraudulent purposes ;
4. Bank reasonably believes that a deposit is prohibited by Federal law or regulation, or otherwise so provided in this Agreement;
5. A transaction would exceed any dollar or transactional limitation established by Bank; or
6. A check deposited via the RDC Service is not properly endorsed.

20. ONLINE AND MOBILE BANKING SERVICE ADDITIONAL TERMS AND CONDITIONS:

The Online and Mobile Banking Service provides Customer with the ability to view account balances and activity, and perform certain transactions using a smartphone or other approved web-enabled mobile device; Customer hereby acknowledges that not all services or functionality available in IDBAccess online banking are available on a mobile device.

A. Customer is responsible for providing mobile internet connection service compatible with the Service in order for the Service to be provided. Use of the Service may require the use of the mobile device's data and text messaging capabilities, and standard data and text messaging charges may be imposed by Customer's mobile service provider. The Bank is not

responsible for any charges that Customer may incur while using the Service. Customer hereby acknowledges that smartphones and other web-enabled mobile devices are subject to the same security risks as computers that are connected to the internet either directly or by Wi-Fi, and agrees that it is exclusively Customer's responsibility to maintain the most up-to-date and comprehensive anti-virus and anti-spyware programs on such devices. Customer agrees that use of the Service is at its own risk, except to the extent otherwise provided by law. Bluetooth (and any other short-range wireless connectivity) application on a mobile device must be turned off when accessing the Service in order to protect the privacy of the information transmitted and received using the Service. The Bank is not responsible for any damages resulting from failure by Customer to comply with any terms and conditions of any agreement between Customer and Customer's internet service provider or the provider of any other mobile application.

B. Customer hereby agrees that unencrypted personal or confidential information may be transmitted or received using the Service. Delivery and receipt of information, including instructions for payment, transfer and other transactions, using the Service may be delayed or impacted by factor(s) pertaining to the applicable internet service provider(s), phone carriers, other parties, or other reasons outside of our control. The Bank will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Service.

C. Customer is responsible for the accuracy of all transactions performed or undertaken utilizing the Service and neither the Bank nor the Bank's Service Providers will be liable for any errors in the content of information obtained or transmitted through the Service, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by Customer). Information available via the Service, including balance, transfer and payment information may differ from the information that is available online through the Services without the use of a mobile device, and may be described using different terminology. In addition, the method of entering instructions online may also differ from the method of entering instructions directly through the Services without the use of a mobile device. Processing of payment and transfer instructions may take longer using the Service.

D. By use of the online and mobile Service, Customer hereby acknowledges that Customer shall be solely responsible for preventing unauthorized use of the Services and further acknowledges that these terms and conditions may be changed at any time by the Bank. You agree to indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because of your use of the Online and Mobile Banking Service.

E. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INJURIES, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF INVESTMENT OR GOODWILL), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH CUSTOMER USE OF THIS SERVICE OR ANY SERVICES PROVIDED OR MADE AVAILABLE THEREUNDER, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM

THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

21. **Miscellaneous.**

A. Customer agrees that access to this Program may not be assigned or transferred by Customer to any third party without Bank's prior written consent.

B. These Terms and Conditions may be amended from time to time by the Bank, which changes you agree to by thereafter continuing to use the Program.

C. Except as otherwise expressly provided herein, these Terms and Conditions supersedes all previous agreements and/or understandings between Customer and Bank relating to the Program and/or the Services.

D. No waiver of any right or obligation hereunder shall be deemed to imply any waiver of any other present or future right or obligation hereunder whether similar or dissimilar.

E. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, then these Terms and Conditions shall be deemed to be amended to the extent necessary to bring it into accordance with any such requirement, and all other provisions hereof shall continue in full force and effect.

F. Except as otherwise provided herein, (i) all notices hereunder shall be in writing, and (ii) all notices hereunder shall be deemed to have been duly given if mailed by the parties to the following respective address:

Israel Discount Bank of New York **Customer:** *we will use your mailing address currently in our files.*
511 Fifth Avenue
New York, NY 10017

Attention: [your account officer]

or to such other address as either party hereto may have furnished to the other by written notice as provided herein.

G. The section headings contained in these Terms and Conditions are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms and Conditions.

H. **Business Day.** For Online Services, our Business Days are Monday through Friday, excluding Saturday, Sunday and bank holidays.

I. **Applicable Law.** These Terms and Conditions are subject to the provisions of all applicable operating circulars and regulations of the Federal Reserve Board and Federal Reserve Bank of New York and any other provisions of Federal law and regulations promulgated there under. Except as so provided, these Terms and Conditions shall be governed and construed in accordance with the laws of the State of New York without giving effect to the choice of law principles thereof.

J. **Jurisdiction.** The undersigned hereby consents to the in personam jurisdiction of the Courts of New York State and the United States District Court for the Southern District of New York, in connection with any claim arising with respect to these Terms and Conditions and/or the Program. In the event any such action is commenced in any such court, service of process may be made on the undersigned by mailing a copy thereof to it at the address then reflected in the Bank's records by certified mail, return receipt requested. Such mailing shall be deemed personal service and shall be legal and binding upon the undersigned in any such action or claim.

K. **Jury Waiver.** **It is understood and agreed that in the event of any litigation arising out of or relating to any matter contained herein or any other matter in which both of the undersigned entities shall be adverse parties, the parties hereto waive trial by jury and the right to interpose any defense, setoff or counterclaim of any nature or description.**

L. **Compliance Program Overview.** The USA PATRIOT ACT, Public Law 107-56, enhances the anti-money laundering compliance requirements for banks and other financial institutions. In accordance with Title III of the USA PATRIOT ACT, and applicable federal regulations, we have adopted policies, procedures and controls designed to provide for the

continued administration of an anti-money laundering program reasonably considered to assure and monitor compliance with the record keeping and reporting requirements of the Bank Secrecy Act, as amended. The program is reviewed and modified as necessary in response to applicable statutory and regulatory changes. Core features of the anti-money laundering compliance program implemented by us include the following:

- Board of Directors-approved anti-money laundering policy
- Designated Bank Secrecy Act and Anti-Money Laundering Compliance Officer
- Internal Policies and Procedures applicable throughout the Corporation designed to comply with all applicable statutory and regulatory requirements and FATF anti- money laundering standards
- Detailed Wire Transfer Request Procedures
- Suspicious Activity Monitoring and Reporting
- Customer Identification Program
- Employee Training Program
- Independent Audit Review
- Reporting of Large Currency Transactions
- Office of Foreign Assets Control (OFAC) Monitoring
- Compliance with Record Retention Requirements
- Prohibition on Correspondent Accounts with Foreign Shell Banks
- Cooperation and Information Sharing with Law Enforcement

Notice To Correspondent Account Holders Pursuant to U.S. regulations issued under Section 311 of the USA PATRIOT ACT, we are prohibited from opening or maintaining a correspondent account for, or on behalf of various entities identified by the United States of America's Department of the Treasury.

The regulations also require us to notify any correspondent accountholders with our financial institution that their account may not be used to provide these entities with access to our financial institution. If we become aware that these entities are indirectly using the correspondent account you hold at our financial institution, we will be required to take appropriate steps to prevent such access, including terminating your account.

We are committed to complying with applicable laws and regulations targeted at assisting United States authorities in combating money laundering, terrorist financing, and other financial crimes.