



New York  
Community Bank

Member FDIC

## **New York Community Bank Online and Mobile Banking Agreement & Disclosure Statement**

If you wish to print this Agreement, please click on the link provided [here](#).

This New York Community Bank Online and Mobile Banking Agreement (“Agreement”) sets forth the terms and conditions that govern your use of the online banking products and services for accounts held at New York Community Bank (“NYCB”), including its divisions and Affiliates, that are accessed through the Internet, including mybankingdirect.com (“NYCB Online,” for a particular service of NYCB Online, the “Service,” or any other name that we may use to describe such services or any individual service of NYCB Online). Your enrollment in NYCB Online may enable you to access some products and services through a Mobile Device (“Mobile Services”).

By using, accessing or permitting any other person(s) or entity to use or access NYCB Online, you agree to comply with the terms of this Agreement, as it may be amended from time to time.

Your use of NYCB Online is also subject to any applicable state or federal laws, regulations and rules, as they may be amended from time to time. In addition to this Agreement, your Accounts are subject to your deposit and credit account agreements, disclosures and fees; other agreements covering your accounts and the rules of all applicable funds transfer systems, such as the NACHA – The Electronic Payments Association (“NACHA”), as they all may be amended from time to time (collectively, the “Additional Agreements”).

Products and services described, as well as associated fees, charges, interest rates and balance requirements, may differ among geographic locations.

By accepting this Agreement, or using, or accessing any of the products and services of NYCB Online, Mobile Services or downloading or using any software, and/or by authorizing or permitting others to do any of the preceding on your or their behalf, you agree to be bound by the terms of this Agreement.

### **A. Definitions**

“ACH Network” means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.

“Account,” or “Accounts,” means one or more of your deposit accounts (including checking, money market and savings), debit card accounts and loan accounts (including mortgage and home equity loans), with the Bank that are eligible to be enrolled in NYCB Online. The Bank, in its sole discretion, will determine which deposit accounts and loan accounts qualify as an Account or an Eligible Account. This term does not include Recipient Accounts.

"Account Balance" is the amount of money you have in your account, which will display on your online bank statements. The account balance is computed by subtracting the aggregate number of credits from the aggregate number of debits. This does not necessarily mean the full ledger balance is available. Please see Available Balance. This balance will not include any overdraft balances (such as, but not limited to OD Shield), via the ATM, Online and Mobile Banking or Telephone Banking (VRU). However, branch personnel or the NYCB Online Department can assist you with finding out what your available or used funds are in any overdraft services that you may have.

"Available Balance" is the balance of an account less any check holds (Uncollected Funds), Unavailable Funds, Insufficient Funds, and restrictions against the account (such as, but not limited to, an administrative hold for a safe deposit box or any legal process hold). This balance will not include any overdraft balances (such as, but not limited to OD Shield), via the ATM, Online and Mobile Banking or Telephone Banking (VRU). However, branch personnel or the NYCB Online Department can assist you with finding out what your available or used funds are in any overdraft services that you may have.

"Affiliates" are companies related by common ownership or control.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all applicable Service Use Fees will be automatically debited.

"Business" is any corporation, partnership, Limited Liability Company, Limited Partnership, non-profit, sole proprietorship or other separate legal entity organized either directly through legislative authority, or through a registration process established by law or regulation.

"Business Account" is any type of a demand deposit, money market, savings, or loan account you hold at the Bank from time to time that is established for business purposes.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed. Transactions performed on a non-Business Day are treated as though they were performed on the next Business Day.

"Consumer Account" is any type of a demand deposit, savings, or other consumer asset account held by the Bank, established primarily for personal, family, or household purposes, and subject to the requirements of 12 CFR Part 1005 (Regulation E).

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Eastern Time" is Eastern Standard Time (EST) UTC – 05:00 when observing standard time and UTC – 04:00 when observing daylight saving time.

"Eligible Transaction Account" is an Account from which your payments will be debited, your Service Use Fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for NYCB Online. Depending on the applicable Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, or debit card account, including any required routing information.

"Insufficient Funds" is when you don't have enough money available in your account to cover the checks you've written or electronic debits you've authorized, you have insufficient/nonsufficient funds (NSF).

"Internal Transfer" is the transfer of funds between NYCB Accounts under the same tax identification number.

"Mobile Device(s)" (also known as a handheld device, handheld computer, or simply handheld) is/are typically a wireless web-enabled computing device utilizing an Android 2.3.3 or later mobile operating system, iOS 6.0 or later mobile operating system, or Blackberry mobile operating system.

"NYCB Online" means all applicable Services and the Mobile Services, as the context so requires.

"Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

"Payment Account" is the checking account from which bill payments will be debited.

"Payment Network" means a debit or credit network (such as, for example only, the ACH Network or ACCEL/Exchange payment network) through which funds may be transferred.

"Popmoney<sup>®</sup> Request" means functionality, available to individuals only, that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service. Popmoney<sup>®</sup> is a registered trademark of Fiserv, Inc. or its affiliates. Terms and conditions apply.

"Receiver" is a person that is sent a Payment Instruction through the applicable Service.

"Recipient Account" is your account at another financial institution located in the United States (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds into your Eligible Transaction Account.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.

"Scheduled Payment" is a payment that has been scheduled through the Bill Payment Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day, or unless the Bank remits payment through its electronic to check payment method in which case it will be considered to be date the check is cashed.

"Sender" is a person or business entity that sends a Payment Instruction through the applicable Service.

"Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of NYCB Online to you on our behalf.

"Site" is the New York Community Bank NYCB Online site or mobile banking site.

"Transaction Account" is the Account from which your funds will be debited, your applicable Service Use Fees will be automatically debited, or to which funds will be returned.

"Transfer Instruction" is a specific Payment Instruction that you provide to the applicable Service for a transfer of funds.

"Uncollected Funds" is the amount of bank deposits, mainly in the form of checks, that have not yet been paid by the banks on which the checks are drawn.

"Unavailable Funds" is the amount of funds that may be held by the bank for various reasons (such as, but not limited to, safe deposit box holds, legal process/IRS Lien holds, check holds, etc.)

"You," "your," and "yours" means the person(s) or entity that is the owner, or authorized signer or any other party-in-interest, of Accounts and who has enrolled to use NYCB Online and each person or entity who uses any service of NYCB Online with the authorization of an owner, authorized signer, or any other party-in-interest, of Accounts.

"We," "us," "our," and "Bank" mean (i) New York Community Bank, including any of its divisions, , or (ii) any agent, affiliate, licensor, service provider, supplier, independent contractor, designee, assignee, or any other third party that we may, at our sole discretion, involve in the provision of NYCB Online services.

## **B. Eligibility / Access / New Accounts**

NYCB Online is offered only to individual residents or businesses of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, you must be 18 years or older to use NYCB Online. By using NYCB Online, you represent that you are either 18 years or older, are capable of entering into a binding agreement, and that you agree to be bound by this Agreement.

You must also have one or more checking and/or savings accounts, Certificates of Deposit, or loan accounts with the Bank. To use the Bill Payment service you must have an eligible checking account. To use the External Transfer service, you must have a linked account, which you own at another U.S. financial institution.

All Consumer Accounts must be held primarily for personal, family, and/or household purposes. A Business Account must be held for business purposes. Any Accounts that require two signatures for withdrawals are not eligible for any NYCB Online service, unless it is limited to "view" access. If the Account accessed through NYCB Online is a joint Consumer Account, each joint account holder can enroll in NYCB Online. Each person who enrolls and has access to NYCB Online must use a different User ID and Password. If the Account accessed through NYCB Online is a business account, you agree that any owner, authorized signer, or any other party-in-interest of such Account can enroll the business account in NYCB Online to utilize any of the Services offered under the terms and conditions of this Agreement.

Since not all products or services, or their functionality, may be available in all geographic areas, you may not be able to use all the described products and services.

We reserve the right to determine eligibility for any product or service.

We reserve the right to restrict the use of NYCB Online and/or its Services for one or more types of Accounts or transactions, and to impose other limits or restrictions on the use of NYCB Online and the accounts that may be linked to NYCB Online.

Please be advised that upon registration with NYCB Online all of your Bank accounts in which you maintain direct ownership under the same tax identification number may be displayed even if some are not designated for specific NYCB Online services.

New Accounts – if your new Account is funded through an ACH electronic (debit) transfer, once the deposit has been made to your Account, the deposited funds will be placed on hold for three (3) Business Days and will be available for withdrawal on the third Business Day after (and not including) the deposit date. If the initial deposit occurs on a non-Business Day, it will be processed on the next Business Day.

### **C. Password and Security**

1. You must use a User ID and a password to access your Accounts through NYCB Online. You will select your User ID, password, security questions, and security phrase during the enrollment process. If your access device is not recognized, in addition to entering your User ID and password, you may be prompted to answer security questions or receive (via text messaging, voice call or e-mail) and submit a temporary One Time Code to authenticate your access. You will have the ability to change your User ID, password, security questions, and security phrase at any time. You will use the same User ID and password to access any Account(s) maintained with our former Affiliate, New York Commercial Bank. If you are issued or create any password or other credentials to access NYCB Online, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. In addition, if you disclose your User ID, password, or Account number(s) to another person or entity, you (i) assume all risks and losses associated with such disclosure, and (ii) are responsible for any use of your personal and Account information by such person(s) or entity. You must take reasonable precautions to safeguard your password and keep it in your possession and to log off all sessions when physically leaving the computer used to access NYCB Online. If you believe that your credentials have been lost or stolen, or that someone may attempt to use them to access the Site or NYCB Online without your consent, you must inform us at once at the telephone number provided in Section R. See also Section H.1.5 (a) for Consumer Accounts and Section H.1.5 (b) for Business Accounts regarding your liability for unauthorized transfers.

2. The Bank utilizes several layers of technology to help ensure that transactions done over the Internet remain confidential. The first layer of security involves the browser that you use on your computer for the data that flows between it and the Bank's server. You are responsible to ensure that you use a browser that provides the best commercially available encryption technology, and that proper visual indicators of a secured connection are indicated on your browser when you transmit information, and that you utilize and maintain current anti-virus/malware, anti-spyware, and Internet security software. The Bank recommends using the most up-to-date versions of any of the more popular Internet browsers; in order to provide increased security protection for customers, minimum browser requirements may be changed without notice. You are responsible for selecting and obtaining necessary hardware, including, but not limited to, modems, analog lines, or PCs, and a means of accessing the Internet, using an Internet Service Provider ("ISP") or other available method and communications software, or by other means. The Bank will not provide any hardware or specific recommendations for hardware, software or for an ISP. You assume full responsibility for any defect, malfunction, or interruption in service or security due to hardware or software failure, third party communications service or equipment or due to your Internet communications software or ISP or for

any virus/malware or other malicious code or malicious applications impacting your hardware and/or software.

3. The Bank uses public-key cryptography that will only communicate with World Wide Web browsers that support 128 bit public cryptography and TLS (Transport Layer Security); the software will encrypt any information sent and received between you and us. The cryptography is designed to help prevent the information from being deciphered if it should be intercepted during transmission. Please note that the encryption only applies to your NYCB Online transmissions and not to any communications between you and us using any public electronic mail ("email") system. If you wish to contact the Bank electronically, please refer to Sections Q and R of this Agreement.

4. By using NYCB Online, you agree that the security procedures described in this Agreement and on the Bank's NYCB Online services Web site are reasonable. You agree that use of your User ID together with your password constitutes your authorization for all transactions made using your User ID and Password.

5. The Bank reserves the right to change the technology and security precautions utilized at any time without notice. You acknowledge that you are responsible for the data security of your systems (e.g. software, hardware, or other equipment) used to access NYCB Online.

6. Transmission of information by you over the Internet to the Bank is at your sole risk. You understand and acknowledge that: (a) the Internet is an unsecured, unstable, unregulated, and unpredictable environment; (b) your ability to use any NYCB Online service is dependent upon the commercial or internal online service you have chosen and are using, as well as the Internet and equipment, software, systems, data and services provided by various vendors and third parties (including telecommunications carriers, equipment manufacturers, firewall providers and encryption system providers); and (c) while the Bank has established certain security procedures that you agree are reasonable, there can be no assurance that inquiries or transaction activity will be completely secure, or that access to the NYCB Online services will be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium.

#### **D. NYCB Online Services**

NYCB Online and the Services there under may be accessed seven days a week, 24 hours a day. However, at certain times, some or all of NYCB Online may not be available due to, for example, system maintenance.

NYCB Online may be used to perform the following functions:

- Obtain real-time Account Balances and transaction information.
- Schedule single or recurring Internal Transfers between your designated New York Community Bank Accounts.
- Request information through secured email.
- Pay a bill from a Eligible Checking Account, including, without limitation, checking, money market checking (subject to certain limitations) and HSA accounts, to a person or business in the United States, including the U.S. territories of Guam, Puerto Rico, U.S. Virgin Islands; make payments; schedule future payments; set up automatic recurring future payments; review, change and cancel payments; and inquire about specific payments.
- Reorder your personal checks.
- Request stop payments on checks.
- View certain Account transaction history.
- Request Change of Address and update your email address.

- View images of canceled checks.
- Pay certain loans with the Bank. (Please refer to Managing Your Mortgage Online, located under the Personal Banking tab on the myNYCB.com home page, for mortgage-related information, including specific information and/or instructions regarding payment of your mortgage or home equity loan with New York Community Bank).
- Receive information electronically – including e-statements, tax documents, account notices, and customer notices.
- Send External Transfers– transfer funds to your Recipient Accounts at another institution [Consumer Accounts only].
- Send Popmoney - send and receive payments to/from people directly [Consumer Accounts only].
- Receive Account Alerts – get notified regarding Account activity.
- Receive e-Bills – setup and access e-Bills to see when payments are due.

Not all of the products, services or functionality described on the Site or in this Agreement are available to all customers and may not be available when you use a Mobile Device.

In addition, further descriptions of existing services, as well as new or enhanced services, may be provided in various materials (online help screens, user guide/instructions, electronic notification, etc.) available to you. This material is also incorporated into, and made an integral part of, this Agreement.

We reserve the right, at any time, to introduce new services, expand, terminate, reinstate, suspend, or otherwise modify any and all services, documentation (including but not limited to this Agreement), and requirements associated with NYCB Online in our sole discretion (collectively, “change(s)” or “changed”). We shall notify you of any of these changes if we are legally required to do so.

If you conclude that the Agreement or NYCB Online services are unacceptable to you at any time, please discontinue your use of NYCB Online and notify us in accordance with Section Q, otherwise, by using any new or modified service, or otherwise complying with any changed documentation or stated requirements, when they become available or effective, you agree to be bound, as applicable, to the Agreement, Additional Agreements, terms of service, documentation, and/or requirement(s) as changed.

## **E. Account Statements / Electronic Communications**

You will receive periodic account statements and other communications in the mail, unless the Bank and you otherwise agree. Even though you can review your Account transaction history online, including with the use of a Mobile Device, you must still review your periodic Account statements mailed, or otherwise delivered as agreed upon, to you and otherwise comply with your obligations in accordance with the terms of any Additional Agreements. The periodic Account statements are the official record of your Accounts including transactions effected through NYCB Online.

## **F. Fees for Services**

You agree to pay all fees related (i) to your Account at the Bank (“NYCB Fees”), and (ii) a particular Service offered under this Agreement, as set forth on the user interface of NYCB Online prior to consummating a transaction (“Service Use Fees”) and any expenses, costs and fees relating to the Bank’s enforcement of this Agreement; this includes reasonable attorneys’ fees and expenses, subject to any limitations imposed by applicable federal or state laws and regulation. NYCB Fees

and Service Use Fees will automatically be deducted from one of your Accounts maintained at the Bank. You are responsible for directly paying any charges to any Internet Service Provider (ISP) and any associated communications service provider charges or other third party charges not billed by the Bank, including, without limitation, standard fees associated with text and data usage.

## **G. Internal Transfer Service**

You authorize us to follow the Internal Transfer instructions that we receive through the NYCB Online Internal Transfer service (sending any other electronic communication to the Bank does not constitute an Internal Transfer instruction). You authorize us to debit your designated "From Account" for all transfers of funds that you initiate through the Internal Transfer service and you agree to have sufficient funds or available credit in your "From Account" on the transfer date for each such transfer you schedule.

Internal Transfers are made available on the same day of such Internal Transfer request, but may be posted to your Account on the next Business Day.

If you believe an Internal Transfer was unauthorized, you must notify us promptly in accordance with the procedures outlined in Section H, 1.5(a) below. We will respond as explained therein.

The amount of any one Internal Transfer must be at least \$.01 and cannot exceed \$999,999.99.

The daily amount for all Internal Transfers cannot exceed \$3,000,000 per calendar day.

## **H. Transfers to/from other Financial Institutions ("External Transfers"), Transfers to/from other People ("Popmoney"), Bill Payment Services, and Internal Transfers**

### **1. GENERAL TERMS FOR EXTERNAL TRANSFERS [Consumer Accounts only], POPMONEY [Consumer Accounts only], BILL PAYMENT SERVICES, and Internal Transfers**

1.1 Service Providers. We are offering you certain Services through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using a Service and we are solely responsible to you and any third party to the extent any liability attached in connection with the Services. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in Section A of this Agreement.

1.2 Receipts and Transaction History. As set forth in Section E, you will receive periodic account statements containing information about your transactions using the External Transfer, Popmoney, and Bill Payment services in the mail, unless the Bank and you otherwise agree to receive your statements electronically. Additionally, you may view your transaction history for External Transfer, Popmoney, and Bill Payment Services by logging into the Service and looking at your transaction history. If you choose to receive your statements electronically, you agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.

1.3 Prohibited Payments. The following types of payments are prohibited through the below Services, and we have the right but not the obligation to monitor for, block, cancel, and/or reverse such payments:

- (a) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- (b) Payments that violate any law, statute, ordinance, or regulation; and
- (c) Payments that violate the Restrictions on Use terms in Section K below; and
- (d) Payments related to: (1) tobacco products; (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate, or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass, or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity, or privacy or any other proprietary right under the laws of any jurisdiction; and
- (e) Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), and sweepstakes; and
- (f) Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs; (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card; (3) are for the sale of items before the seller has control or possession of the item; (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing; or (6) provide credit repair or debt settlement services; and
- (g) Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in Section Q of any violations of this Section or the Agreement generally.

1.4 Payment Methods. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

#### 1.5 Unauthorized Payment Instructions

##### (a) Consumer Liability For Unauthorized Payment Instructions [Consumer Accounts only].

(i) Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for NYCB Online in the manner set forth in subsection (vii) below. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days to the address set forth in subsection (vii) below. You acknowledge and agree that time is of the essence with such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access NYCB Online has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once, in the manner described in subsection (vii) below. If you do not tell us within sixty (60) days after the statement was mailed or provided to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

(ii) We will determine whether an error occurred within ten (10) Business Days after we hear from you in writing and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (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 ten (10) Business Days, we may not provisionally credit your Account.

(iii) For errors involving new accounts or foreign-initiated transactions, 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 provisionally credit your Account for the amount you think is in error.

(iv) We will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we decide there was no error, we will send you a written explanation. At that time, you may ask for copies of the documents that we used in our investigation. If we provisionally credit your Account, we may take back the amount of any credit if we find that an error did not occur.

(v) We are not responsible for errors, delays, and other problems caused by or resulting from the action or inaction of any external financial institution or Bill Payment Biller. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays, or other problems are the responsibility of the relevant external financial institution or Bill Payment Biller. Any rights you may have against any external

financial institution or Bill Payment Biller for such errors, delays, or other problems are subject to the terms of the agreements you have with such external financial institution or Bill Payment Biller, including any time limits during which complaints must be made.

(vi) For additional information on your rights and responsibilities in relation to Electronic Funds Transfers, please refer to the Account Disclosure Booklet received at Account opening.

(vii) If you believe there is an error or omission on your statement or receipt or if you need more information about a transfer listed on the statement or receipt, you may call us toll free at (877) 786-6560. For international callers, call us at (516) 247-7006.

You may also write to:

New York Community Bank  
Attn: Card Services Department, NYCB Plaza  
102 Duffy Ave  
Hicksville, NY 11801

(b) Business Account Liability For Unauthorized Payment Instructions [non-consumer Accounts only].

(i) You, jointly and severally, will be liable for all losses, costs, or expenses that you incur as a result of the use of NYCB Online. Under no circumstance will the Bank be liable for any indirect, special, exemplary, or consequential damages regardless of the form of the action, and even if the Bank has been informed of the possibility of such damages. The error resolution and liability provisions applicable to consumers and referenced in this Agreement do not apply to non-consumer Accounts.

1.6 Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

1.7 Failed Or Returned Payment Instructions. In using the Services, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are Insufficient Funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

(a) You will reimburse us immediately upon demand the amount of the Payment Instruction if we have delivered the payment but there are Insufficient Funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;

(b) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Provider;

(c) You may be assessed a Service Use Fee by us if the Payment Instruction cannot be debited because you have Insufficient Funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth on the Site or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;

(d) You will reimburse us and our Service Provider for any fees or costs we incur in attempting to collect any amounts from you; and

(e) We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

1.8 Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers, and email addresses. Depending on the Service, changes may be able to be made within the user interface of NYCB Online or by contacting the Bank as set forth in Sections Q and R. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions, or contact information.

1.9 Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access NYCB Online, to authenticate you when you log in, to send you information about NYCB Online, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with applicable state or federal laws, regulations, court orders and other lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve NYCB Online and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with NYCB Online in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of NYCB Online.

1.10 Service Termination, Cancellation, or Suspension. If you wish to cancel a particular Service, you may contact us as set forth in Section Q. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or

suspend your use of any Service at any time and for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

1.11 **Incomplete Transactions.** We will use reasonable efforts to make all your External Transfers, Internal Transfers, Bill Payment, and Popmoney transactions (the "Electronic Transaction Services") properly. However, we shall incur no liability if we are unable to complete any of the above transaction requests through the Electronic Transaction Service initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or Recipient Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Electronic Transaction Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The External Transfer is refused as described in Section 2.6 below;
4. The Popmoney payment is refused as described in Section 3.5 below;
5. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or Recipient Account information; or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; or the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
6. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

## **2. EXTERNAL TRANSFER TERMS AND CONDITIONS [Consumer Accounts only]**

### 2.1 Description of Service, Authorization and Processing.

(a) The Account to Account transfer service (for purposes of this Section 2, and Section 1 as it applies to this Section 2, the "External Transfer Service") enables you to transfer funds: between your Account(s) that you maintain with us on the one hand, and your Recipient Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the Recipient Account. If you are a joint owner of the Eligible Transaction Account, Recipient Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners.

(b) When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit your applicable Account as described below in Section 2.5 (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the Recipient Account designated by you and to debit your applicable Account as described below in Section 2.5. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

(c) Error Resolution. If you believe a Payment Instruction was unauthorized, you must notify us promptly in accordance with the procedures outlined in Section 1.5(a) above. We will respond as explained therein.

(d) It is your responsibility to ensure the accuracy of any information that you enter into the External Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2.2 Transfer Methods and Amounts. Section H.1.4 herein (Payment Methods) applies to the External Transfer Service, even in circumstances where the Recipient Account is closed and we are attempting to return funds to such Recipient Account.

2.3 Transfer Cancellation Requests and Refused Transfers. You may request that we cancel a transfer at any time until it begins processing (as shown in the External Transfer Service). We are entitled to a reasonable opportunity to act on your request before processing occurs and will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

2.4 Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact the Bank pursuant to Section Q. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out on the Site prior to submitting the request.

2.5 Service Fees and Additional Charges. Service Use Fees are disclosed in the user interface for the Site or Service and below. Any applicable fees will be charged regardless of whether the External Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the External Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the External Transfer Service. The Fees described in this Section H.2.5 are in addition to any fees associated with your Accounts generally, or NYCB Fees, which will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. Section 1.7 (Failed Or Returned Payment Instructions) herein applies if you do not pay our fees and charges for the External Transfer Service, including without limitation if we debit the Recipient Account for such fees, as described in this Section, and there are insufficient fees in the Recipient Account; Section 1.7 should be interpreted as applying to the Recipient Account, not just the Eligible Transaction Account, in such circumstances. Service Fees include the following:

Monthly Service	No Charge
Bill Payment Monthly Service	No Charge
Photocopy of Bill Payment Check	\$20.00
Expedited Bill Payment Fee	\$9.95
Overnight Bill Pay Check Fee	\$15.00

External Transfers Standard Outgoing	\$3.00
External Transfers Standard Incoming	No Fee
External Transfers Standard Outgoing Direct Customers:	
No Charge for Direct Customers	
External Transfers Expedited Outgoing	\$7.00
Popmoney Standard Delivery	\$0.50
Popmoney Standard Delivery for Direct Customers:	
No Charge for Direct Customers	
Popmoney Express Delivery	\$7.00
Popmoney Request Money	\$0.50

2.6 Refused Transfers. We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

2.7 Returned Transfers. In using the External Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive a notification from us.

2.8 ABA Issued Routing Number. In using the External Transfer Service, you understand that we will not be able to process the transfer unless the Recipient Account is an account having an ABA issued routing transit number.

2.9 External Transfer Transaction Limits. There are limits on the amount of money you can send or receive through the External Transfer Service. You may log in to the Site prior to initiating a transaction to view your individual transaction limits. At a minimum, for Standard transfers, you will be authorized to transfer \$2,000 daily, have \$6,000 total in outstanding transfers, and transfer up to \$8,000 over a rolling thirty (30) calendar day period. At a minimum, for High Limit transfers, you will be authorized to transfer \$5,000 daily, have \$15,000 total in outstanding transfers, and transfer up to \$20,000 over a rolling thirty (30) calendar day period. At a minimum, for Next-Day Transfers, you will be authorized to transfer \$1,000 daily, have \$2,000 total in outstanding transfers, and transfer up to \$2,500 over a rolling thirty (30) calendar day period. We may permit transfers in excess of these limits, based on service type, our loss experience, security issues and other factors. Transfers that are in process are considered outstanding transfers. Separate limits apply to transfers that are outstanding, which could take one to three business days to process depending on the payment speed selected. Additional transfers may not be processed as scheduled if they exceed your outstanding transfer limit.

### **3. POPMONEY TERMS AND CONDITIONS [Consumer Accounts only]**

3.1 Description of Popmoney Service. "Popmoney®" is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable state or federal laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and

applicable state or federal laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments by a Receiver may be made through [www.Popmoney.com](http://www.Popmoney.com) (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable state or federal laws and regulations, in each case as in effect from time to time.

### 3.2 Payment Authorization and Payment Remittance.

(a) By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Popmoney Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

(b) When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including, but not limited to, those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

(c) You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers.

(d) You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

(e) Error Resolution. If you believe a Payment Instruction was unauthorized, you must notify us promptly in accordance with the procedures outlined in Section 1.5(a) above. We will respond as explained therein.

(f) It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Popmoney Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3.3 Initiation of Payment Instructions. You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c)

a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instructions to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account), or receipt of a gift card, if applicable, may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information, or, in the case of a gift card, if applicable, a valid U.S. street address for gift cards that are physically delivered. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account or the delivery of a gift card, if applicable.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided to the Service Provider all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 3.5 herein.

**3.4 Receiving Payments.** If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she, or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website. Or, as applicable, if another person wants to send you a gift card using the Popmoney Service, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service and makes available the purchase of gift cards through the Service.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive gift cards or Popmoney Requests, each as applicable, from others through the Popmoney Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Popmoney Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

3.5 Payment Cancellation, Stop Payment Requests, and Refused Payments. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee schedule or as disclosed through the Site. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Popmoney Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

3.6 Mobile Phone Users. Your phone service provider is not the provider of the Popmoney Service. Users of the Popmoney Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled Mobile Device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a Mobile Device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you

may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

3.7 Service Fees and Additional Charges. You understand and agree that you are responsible for paying all fees associated with your use of the Popmoney Service. Service Use Fees are disclosed in the user interface for, or elsewhere within, the Service or Site. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT**, except for those fees that are specifically use-based, such as Request Money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. Section 1.7 (Failed Or Returned Payment Instructions) applies if you do not pay our Service Use Fees for the Popmoney Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

3.8 Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

3.9 Returned Payments. In using the Popmoney Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Popmoney Service.

3.10 ABA Issued Routing Number. In using the Popmoney Service, you understand that we will not be able to process the Payment Instruction unless the Receiver maintains an account having an ABA issued routing transit number.

3.11 Popmoney® Transaction Limits. There are limits on the amount of money you can send or receive through the Popmoney® Service. The following dollar limits are placed on the Popmoney Service:

Service	Time Period/Total Outstanding	Limit Amount
Standard	Daily	\$2,000
	Monthly*	\$8,000
	Total Outstanding	\$2,000
Next Day	Daily	\$500
	Monthly*	\$2,000
	Total Outstanding	\$1,000
Request Money	Daily	\$500
	Monthly*	\$2,000
	Total Outstanding	\$2,000

\*For purposes of the "monthly" transfer limits, a month means the thirty (30) calendar days immediately prior to the date on which a Popmoney transfer is processed by the Bank.

You are allowed a maximum of five (5) Request Money transactions per day and fifteen (15) Request Money transactions per month.

We may permit transfers in excess of these limits, based on our loss experience, security issues and other factors. As described further in Section J (5), we also may deny or limit specific transfers if we have any reason to question the authorization for, or security of, the transaction.

#### **4. BILL PAYMENT [Consumer and Business Accounts]**

4.1 Bill Payment Limit. The amount of any one bill payment cannot exceed \$25,000.00.

4.2 Payment Authorization and Payment Remittance. By providing NYCB Online with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Payment Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Payment Service receives a Payment Instruction, you authorize the Bill Payment Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bill Payment Service to credit your Payment Account for payments returned to the Bill Payment Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

Provided none of the exceptions listed in Section 1.11 are applicable, if the Bill Payment Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, subject to the requirements of Regulation E for consumer accounts only, the Bank shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Error Resolution. If you are a Consumer and believe a Payment Instruction was unauthorized, you must notify us promptly in accordance with the procedures outlined in Section 1.5(a) above. We will respond as explained therein. If you are a Business, contact us in accordance with the procedures outlined in Section 1.5(b) above.

4.3 Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

4.4 Payment Methods. The Bank reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

4.5 Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Payment Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

4.6 Stop Payment Requests. The Bill Payment Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Payment Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Bank for the Service pursuant to Section Q. Although the Bill Payment Service will make every effort to accommodate your request, the Bank will have no liability for failing to do so. The Bill Payment Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current Service Use Fee as set out in the Site.

4.7 Exception Payments. "Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property), tax payments, and court ordered payments. Exception Payments may be scheduled through the Bill Payment Service, however Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Bank be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee as it applies to any late payment related charges is void when Exception Payments are scheduled and/or processed by the Bill Payment Service. The Bill Payment Service has no obligation to research or resolve any claim resulting from an Exception Payment; all research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Bill Payment Service.

4.8 Bill Delivery and Presentment.

This feature is for the presentment of electronic bills only ("e-Bills") and it is your sole responsibility to contact your Billers directly if you do not receive your statements.

Introductory e-Bill Opportunity- You understand and agree that selected Billers may provide e-Bills to you through the Bill Payment Service in three month intervals in order to introduce you to the convenience of e-Bills. We will notify you in advance of such introductory opportunities. If at any time you choose not to participate in this introductory e-Bill opportunity or future e-Bill enrollments, please e-mail [onlinebanking@mynycb.com](mailto:onlinebanking@mynycb.com). Please make sure to include the email address that you use for online banking messaging in your response to us.

In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

(a) Information provided to the Biller – The Bill Payment Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers, and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Payment Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Bill Payment Service and/or bill information.

(b) Activation – Upon activation of the electronic bill feature the Bill Payment Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

(c) Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide your user name and password to authenticate your authorization to utilize e-Bills with that Biller. By providing Biller with such information, you authorize our Service Provider to use the information to obtain your bill data. We do not have access to and do not store Biller user name and password information or any other information provided to Biller.

(d) Notification – The Bill Payment Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Payment Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to NYCB Online and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

(e) Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bill Payment Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Payment Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(f) Non-Delivery of electronic bill(s) – You agree to hold the Bank harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

(g) Accuracy and dispute of electronic bill – The Bank is not responsible for the accuracy of your electronic bill(s). The Bank is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

(h) This Agreement does not alter your liability or obligations that currently exist between you and your Billers. You understand that you may be subject to separate terms and conditions presented by Biller with respect to the payment of an electronic bill.

4.9 Refused Payments. The Bill Payment Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Bill Payment Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

4.10 Returned Payments. In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Payment Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Payment Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Bill Payment Service.

4.11 Information Authorization. Your enrollment in the Bill Payment Service may not be fulfilled if the Bill Payment Service cannot verify your identity or other necessary information. Through your enrollment in the Bill Payment Service, you agree that the Bill Payment Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bill Payment Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

4.12 Service Fees or Additional Charges. Service Use Fees will be charged regardless of whether the Bill Payment Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bill Payment Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

4.13 Check Free Guarantee. Any late charges (up to \$50) for a Scheduled Payment will be covered by Service Provider if such Scheduled Payment was made in accordance with these terms and conditions.

## **I. Mobile Services:**

### **1. General Terms**

Mobile Services can be accessed through the NYCB Mobile software application, NYCB Mobile®, through your Mobile Device's web browser, or certain services through NYCB Text Banking. If accessing NYCB Mobile through a Mobile Device, the Mobile Device must have an active internet connection through either a WiFi network or a cellular data plan. Accessing Mobile Services through a mobile web browser may result in you being unable to utilize certain services available on NYCB Mobile, including, without limitation, access to location services, NYCB Mobile Deposit, Alerts History, Instant Balances, and certain Popmoney services. Your enrollment in NYCB Online may include access to certain products and services through NYCB Mobile. By using NYCB Mobile, you agree to the terms and conditions of NYCB Mobile as set forth in this Section I. The terms and conditions of this Agreement shall also apply, to the extent applicable.

1.1 Services. At the present time, you may use the NYCB Mobile for the following:

- i. Transfer funds in real time between your designated Accounts;
- ii. Transfer funds to/from others using the Popmoney Service;
- iii. View your Account balances, including NYCB loan accounts;
- iv. Review recent transactions in your designated Accounts;
- v. Deposit checks remotely (NYCB Mobile Deposit);
- vi. NYCB Bill Pay;

- vii. Send Popmoney - send and receive payments to/from people directly [Consumer Accounts only].
- viii. Text banking using the services described in Section I(4);
- ix. Retrieve Instant Balances as set forth in Section I(3);
- x. View e-statements; and
- xi. View check images.

1.2 Use of Personal Data. You agree that we may send you information relative to NYCB Mobile through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree that NYCB may collect, transmit, store and use technical, location, and login or other personal data and related information, including, without limitation, information about your Mobile Device, system and application software, and information regarding your location, that are all gathered periodically to facilitate the provision of software updates, product support, and other services to you related to NYCB Mobile. You agree that you will not use NYCB Mobile for any purposes prohibited by any applicable law.

1.3 License. You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the NYCB Mobile software application only on a mobile device that you own or control, solely for your personal and/or business use and as expressly permitted herein. Certain software that NYCB uses to provide NYCB Mobile has been licensed from third parties not affiliated with NYCB. This limited right to use the NYCB Mobile software application is revocable in the discretion of NYCB or its third party service providers and NYCB retains all rights, title and interests to the NYCB Mobile software application and any modifications and updates thereto. You agree not to decompile or reverse engineer the NYCB Mobile software application. All rights not expressly granted to you herein are reserved.

1.4 Liabilities and Responsibilities. NYCB Mobile is provided "as is" and without warranty. You understand and agree that we may not encrypt information when it is provided to you in a manner that is accessible by Mobile Devices and may include personal or confidential information about your Account, such as Account activity or the status of your Account. Delivery and receipt of information including your instructions may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), communication service provider, phone carriers, any other parties, or because of any other reasons outside of the Bank's control.

To the fullest extent permitted by applicable law, you understand we are not liable for losses or damages from any disclosure of Account information provided by you to third parties; non-delivery; delayed delivery; misdirected delivery or mishandling of, or inaccurate content in, the information or instructions available through the Mobile Service.

Additionally, you understand that any information available via a Mobile Device may differ from the information available directly through the Bank's NYCB Online service without the use of a Mobile Device. Information available directly through the Bank's NYCB Online service Web Site without the use of a Mobile Device may not be available through the use of a Mobile Device, may be described using different terminology, or may be more current than the information available through the use of a Mobile Device. The method of entering instructions via a Mobile Device may also differ from that of entering instructions through a non-Mobile Device. Processing of certain instructions may take longer when using a Mobile Device. The Bank is not responsible for such differences, whether or not attributable to your use of a Mobile Device. Additionally, you agree that we will be not be liable for any errors or delays in the content of any information available through the use of a Mobile Device, or for any actions taken (or not taken) in reliance thereon. We reserve the right to refuse to make any transaction that you may request through NYCB Mobile.

You are responsible for any and all fees and charges, including but not limited to fees associated with text messaging, that may be imposed by your Internet or communication service providers, phone carrier, or any other third party and for complying with any terms and conditions imposed by your Internet or communication service providers, phone carrier or any other third party. We are not responsible for any damages resulting from your failure to comply with any terms and conditions imposed by your Internet or communication service providers, or any other third party.

Your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation or spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of hardware and software is at your own risk. You are prohibited from circumventing any technological protections of your mobile operating system of your Mobile Device in order to install unauthorized software (e.g. jailbreaking).

If you are a Consumer and believe a NYCB Mobile transaction was unauthorized, you must notify us promptly in accordance with the procedures outlined in Section H, 1.5(a) above. We will respond as explained therein. If you are a Business, contact us in accordance with the procedures outlined in Section H, 1.5(b) above.

1.5 Access. NYCB Mobile can be utilized by you 24 hours a day, seven days a week, except when the Service is unavailable due to, for example, maintenance or system outages. In the event NYCB Mobile is unavailable, you may have access to limited functionality within NYCB Mobile through the application's "Stand-In Mode." Be aware, however, you will not be able to effectuate certain transactions within NYCB Mobile when the application is in "Stand-In Mode."

1.6 Contact Number.

For assistance specifically with respect to NYCB Mobile, please contact NYCB Customer Service at 1 (877) 786-6560. Hours of availability for NYCB Customer Service are accessible on the Customer Service tab at the top of the myNYCB.com home page.

## **2. Mobile Deposits**

Your use of NYCB Mobile may include use of NYCB's Mobile Deposit Service (the "NYCB Mobile Deposit").

2.1 Mobile Deposit Service.

(a) The NYCB Mobile Deposit allows you to make certain deposits to an Account by using a supported Mobile Device with a camera to create an electronic image of an original paper check made payable to you and meeting the requirements of a check as defined in Federal Reserve Board Regulation CC ("Eligible Check") and transmitting the image and its related data to NYCB. Eligible Checks must be payable in U.S Dollars.

(b) Before you scan any Eligible Check, you shall endorse all Eligible Checks with your name, and the legend "NYCB Mobile Deposit."

(c) You agree that after the Eligible Check has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Eligible Check.

(d) You agree that the electronic image of the Eligible Check will become the legal representation of the Eligible Check for all purposes, including return processing.

(e) Federal Reserve Board Regulation CC does not apply when you transmit the Eligible Checks to NYCB. NYCB will generally follow the guidelines set forth in Regulation CC with respect to the availability of funds; however, in certain cases, NYCB may withhold funds for a period greater than the guidelines set forth in Regulation CC before making funds available for withdrawal.

(f) You may deposit up to fifty (50) Eligible Checks per day, per customer. The maximum amount you may deposit per check, on any day, and the maximum aggregate amount that you may deposit during any thirty (30) day period to an Account are subject to limits and will be displayed within the NYCB Mobile Deposit prior to each deposit. NYCB reserves the right to change such limits at any time without notice to you. You understand that you may be precluded from using NYCB Mobile Deposit for a limited time if a limit is surpassed due to a change in limits by NYCB.

(g) Images of Eligible Checks received for processing after 9 P.M. Eastern Time on a Business Day, or on a Saturday, Sunday or bank holiday will be processed on the next Business Day.

(h) NYCB may return or refuse to accept all or any part of a deposit to your Account using NYCB Mobile Deposit at any time and will not be liable for doing so even if such action causes outstanding checks or any other debits or withdrawals to your Account to be dishonored and returned.

2.2 Prohibited Checks. You may only use NYCB Mobile Deposit to deposit Eligible Checks. You must not use NYCB Mobile Deposit to deposit:

- i. checks payable to any person or entity other than you (even if such check is endorsed over to you);
- ii. checks that are either "substitute checks" (as defined in Federal Reserve Board Regulation CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks;
- iii. demand drafts or remotely created checks (or checks lacking the original signature of the person authorizing payment);
- iv. checks you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- v. checks drawn on financial institutions that are located outside of the United States or Territories of the United States or payable in a foreign currency;
- vi. checks previously returned unpaid;
- vii. checks that are postdated or more than six (6) months old;
- viii. checks previously deposited anywhere;
- ix. checks that exceed any limit;
- x. checks drawn on another account owned by you;
- xi. checks payable to a credit line.

2.3 Eligible Check Processing.

(a) Each Eligible Check transmitted by you to NYCB shall contain images of the front and the back of the Eligible Check. Each Eligible Check shall be of such quality that the following information can clearly be read and understood by sight review of such image:

- i. the amount of the Eligible Check;
- ii. the payee of the Eligible Check;
- iii. the signature of the drawer of the Eligible Check;
- iv. the date of the Eligible Check;
- v. the Eligible Check number;

- vi. the information identifying the drawer and the paying bank that is preprinted on the Eligible Check, including the MICR line;
- vii. all other information placed on the Eligible Check prior to the time an image of the Eligible Check is captured, such as any required identification written on the front of the Eligible Check and any endorsements applied to the back of the Eligible Check;
- viii. the endorsement on the back of the Eligible Check; and
- ix. the legend "NYCB Mobile Deposit" on the back of the Eligible Check.

(b) If the Eligible Check does not comply with NYCB's requirements for content and/or format, we may (i) withhold funds for a period greater than what is normally set forth in Regulation CC before making funds available for withdrawal; (ii) further transmit the Eligible Check in the form received from you; (iii) repair or attempt to repair the Eligible Check or data and the further transmit it; (iv) return the Eligible Check to you unprocessed and charge back your account.

2.4 Confirmation of Receipt of Eligible Check. You will receive an electronic confirmation of receipt of the image of the Eligible Check upon the successful transmission of that Eligible Check to NYCB. Receipt of the image of the Eligible Check is not deemed to have occurred until after NYCB has provided electronic notification of such receipt. Upon receipt of the Eligible Check image, it will be reviewed by NYCB before it is accepted by NYCB for deposit. If upon review of the Eligible Check, NYCB determines that the Eligible Check information is incomplete, unusable, or does not conform to the guidelines herein, NYCB may reject the deposit notwithstanding any confirmation by it of receipt of deposit. Should this occur, NYCB may adjust any provisional credit given to your Account and will provide you a written notice setting forth the reasons why your deposit could not be processed through NYCB Mobile Deposit.

2.5 Storage and Destruction of Eligible Check. You shall retain any Eligible Check deposited via NYCB Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ten (10) days from the date processed, and shall then destroy same. During the time that you maintain the original Eligible Checks, you understand and agree that you must use a high degree of care to securely protect such Checks against risks, including but not limited to accidental, intentional or wrongful negotiation or attempted negotiation of Eligible Checks after they have been processed by NYCB Mobile Deposit. Among other things, the Eligible Checks shall be kept in a secure location to which access shall be restricted. In addition, when you undertake to destroy and dispose of the original Eligible Checks, you understand and agree that you will use a high degree of care when selecting and implementing destruction and disposal procedures. You are responsible if an Eligible Check is misused following submission to NYCB Mobile Deposit.

2.6 Warranties. You represent and warrant the following to NYCB with respect to each image of an Eligible Check that you transmit through NYCB Mobile Deposit:

(a) any image NYCB receives accurately and legibly represents all of the information on the front and back of the original Eligible Check as originally drawn and originally endorsed;

(b) the information you transmit to NYCB corresponding to an Eligible Check contains a record of all applicable MICR-line information required for a substitute check;

(c) the Eligible Check conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, and for a substitute check set forth in Federal Reserve Board Regulation CC;

(d) no person will receive a transfer, presentment, or return of, or otherwise be charged for the Eligible Check (whether it be the original Eligible Check or a paper or electronic representation of such original Eligible Check) such that the person will be asked to make payment based on an Eligible Check that has already been paid;

(e) you will not redeposit through NYCB Mobile Deposit or otherwise any Eligible Check previously deposited unless an authorized NYCB representative advises you otherwise;

(f) you will only transmit Eligible Checks that originated as paper checks;

(g) you will employ a high degree of care to ensure no unauthorized access or duplicate presentment of the Eligible Check;

(h) you have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Eligible Check;

(i) you have the legal right to accept the Eligible Check for deposit and negotiation; and

(j) you will not disable any security feature on the Mobile Device.

2.7 Multiple Presentment. It is important that you follow the protocols herein, including, among other things, endorsing the legend of each Check with "NYCB Mobile Deposit Only" and destroying each Check as set forth in Section 2.5. These protocols ensure Checks are not presented for deposit on multiple occasions. You agree to not present, or allow anyone else to present (knowingly or unknowingly), a check deposited through NYCB Mobile Deposit more than once. If you or anyone else presents a check for deposit to us or another financial institution after it is processed through NYCB Mobile Deposit, you agree that we may debit the amount of the check from your Account.

2.8 Indemnification. In addition to the indemnities contained in other sections of this Agreement, to the fullest extent permitted by applicable law, you agree to defend, indemnify and hold NYCB and its affiliates and each of their respective officers, directors, shareholders, agents, employees, successors and assigns harmless for any loss or expense resulting from (i) any breach of warranty or covenant made by you pursuant to this section, or (ii) any claim pertaining to any warranty or indemnity NYCB makes with respect to an Eligible Check under the Check Clearing for the 21<sup>st</sup> Century Act, Federal Reserve Board Regulations CC and J and all other applicable state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations. To the extent there are available funds in any of your accounts, the Bank will charge the accounts for any amount it pays, in its discretion, under the Check Clearing for the 21<sup>st</sup> Century Act.

2.9 Deposits made through NYCB Mobile Deposit are considered deposited within the state of New York.

2.10 Termination. NYCB reserves the right to terminate or suspend any part of or the entire NYCB Mobile Deposit service at any time without notice to you.

### **3. Instant Balances**

Your use of NYCB Mobile may include use of NYCB's Instant Balance Service (the "NYCB Instant Balance Service"). The NYCB Instant Balance Service allows you to view your Available Balance without having to log into NYCB Mobile. You can configure the Instant Balances Service within NYCB Mobile. You must also enable the "Remember Me" function in the login screen of NYCB Mobile in order to use the Instant Balance Service. If you utilize NYCB's Instant Balance Service, you are strongly encouraged to utilize a password enabled screen lock on your Mobile Device. The user should have a password for additional protection to lock their phone and the Bank will not be held responsible for loss of balance information. You understand that NYCB is not liable for losses or damages from any disclosure of Account information through the use of the NYCB Instant Balance Service.

### **4. Push/Text Message Alerts**

4.1 General. Your enrollment in the Mobile Service includes access to push alerts and mobile text messaging related services (collectively, "Mobile Alerts Services"). By receiving or otherwise using these services, you agree to the following terms and conditions for this section for these services.

You agree that NYCB may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a validated telephone number or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable Account.

4.2 Indemnification. Additionally, to the fullest extent permitted by applicable law, you agree to indemnify, defend and hold NYCB and its affiliates and each of their respective officers, directors, shareholders, agents, employees, successors and assigns harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance, or violation of any telephone carrier obligations. Your obligation under this paragraph shall survive termination of the Agreement.

4.3 Availability/Fees/Termination. The Mobile Alerts Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. The Mobile Alerts Services are only available to customers who have an Account with NYCB, and you may be automatically enrolled to receive certain e-mail Alerts for Account security purposes. There is no service fee for the Mobile Alerts Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges may include those from your communications service provider, or any other third party provider. Message frequency depends on user preferences or by other factor(s) pertaining to your Internet service provider(s), communication service provider, phone carriers, and/or any other parties.

4.4 Right to Cancel. To cancel the Mobile Alerts Services, you may (i) unenroll through NYCB Online by accessing the help screen on the Mobile Banking tab, or (ii) provide written notice to NYCB pursuant to this Agreement.

## **5. NYCB Text Banking**

5.1 Enrollment. Your use of NYCB Mobile may include use of NYCB's Text Banking Service ("NYCB Text Banking"). To enroll, you must access NYCB Mobile and insert the telephone number of the Mobile Device you wish to register. Upon registering, a text message will be sent to the Mobile Device. To complete the registration, you must verify the code sent to the Mobile Device. You must enroll in a plan with your communications service provider allowing you to send and receive texts on your mobile device in order to use NYCB Text Banking. You represent and warrant you will use NYCB Text Banking only through a Mobile Device that you own or control.

5.2 Keywords. To utilize NYCB Text Banking, you must send certain text commands from your registered Mobile Device to the number 696922. For NYCB Text Banking users registered for both New York Community Bank and former New York Commercial Bank Accounts, you must send New York Community Bank text commands to 696922 prefacing the text command with the number 1 and former New York Commercial Bank text commands to 696922 prefacing the text command with the number 2. Further instructions are available by accessing the Mobile Banking tab. NYCB shall not be liable for any error made by you in attempting to use NYCB Text Banking.

5.3 Fees and Charges. NYCB reserves the right to charge a fee to utilize NYCB Text Banking. You are responsible for any and all charges imposed by your communications service provider or any other third party service provider, including, but not limited to, fees associated with text messaging.

5.4 Termination. NYCB reserves the right to terminate or suspend NYCB Text Banking at any time without notice to you. You may terminate NYCB Text Banking by replying STOP to any text alert received by your Mobile Device.

## **6. Fingerprint/Facial Recognition Login**

Fingerprint Login is an optional fingerprint sign-in method for NYCB Mobile Banking that is currently available for most Apple and Android Mobile devices that have a fingerprint scanner. Facial Recognition Login is an optional facial recognition sign-in method available for most Apple devices that have facial recognition software. Please consult support for either Apple or Android to complete the setup for fingerprint scanning or facial recognition (collectively, the "Alternate Login Methods") on your Mobile device. Fingerprints and/or biometric facial data are stored on your Mobile device only and NYCB never sees or stores your information. You acknowledge that by enabling either of the Alternate Login Methods, you will allow anyone who has an Alternate Login Method stored on your Mobile device access to your personal and payment account information within NYCB Mobile Banking. NYCB reserves the right to suspend or disable this feature at any time. If your Mobile device doesn't recognize your Alternate Login Method, you can sign in using your password. You will be required to re-authenticate your Alternate Login Method every one hundred eighty (180) days by reinserting your password into the application. Any changes or modifications to the Alternate Login Method stored on your device will also require you to re-authenticate. To use an Alternate Login Method for NYCB Mobile Banking on multiple devices, you will need to set it up for each device.

## **J. General Terms Applicable to NYCB Online**

1. Transfer Limitations. By law, no more than six (6) pre-authorized transfers or withdrawals (including, but not limited to, preauthorized, automatic or telephonic transfers or withdrawals, withdrawals made by ACH, check, draft, point of sale or point of purchase debit or similar order, if available with your Account), are permitted from savings or money market savings accounts during

a calendar month or per statement cycle (money market checking). Pre-authorized transfers include transfers made from your savings or money market (checking or savings) accounts to another of your New York Community Bank accounts via the Internal Transfer Service available through NYCB Online or to a Recipient Account using the External Transfer or the Popmoney Service. If these limits are exceeded, your savings or money market account will be subject to an excess activity charge and the Bank may also suspend transfer and withdrawal privileges on the account, convert the account to a transaction account or close the account. There is no restriction on the frequency of cash and check withdrawals (payments directly to you) or transfers of funds from the account to any other account having the same Tax Identification Number that is made by mail, messenger, and use of an ATM or in person.

2. Internal Review. All requested funds transfers through NYCB Online may be subject to an internal review by the Bank based on factors that we may determine to apply from time to time, such as the type of the Accounts involved, the amount of the transaction, your relationship with the Bank, fraud or other risk or security screening. Notwithstanding any rights granted to the Bank in Section H with respect to each Service, if we determine that there are risks associated with a transaction or for any other reason, we reserve the right to delay, cancel, or decline to effect any transaction or any edit or cancellation request and may notify you, or may direct you to contact us to provide additional details before the transaction is processed or funds are released or provided to you. In addition, we may charge back the amount of a transaction to the Account from which the funds were debited or any other Account or Accounts not accessed through NYCB Online as we determine in our discretion or claim a refund from you for such amount for various reasons including without limitation fraud, duplicate payment, incorrect amount or recipient.

3. Limited Power of Attorney. In connection with the NYCB Online service, you hereby grant to the Bank a limited power of attorney and appoint Bank as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts and Recipient Accounts, to originate deposits into or withdrawals from the Accounts and Recipient Accounts, and to initiate contact with the Receiver, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, including verifying the content and authenticity of any funds transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as you might or could in person. Once the Bank has actual knowledge that you wish to cease using an NYCB Online service (such as the External Transfer or Bill Payment Service) as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked as to that Service; provided, however, that any act done by the Bank in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

**4. YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK IS EFFECTING ANY TRANSFER OF FUNDS FROM OR TO ANY OF YOUR ACCOUNTS OR RECIPIENT OR RECEIVER ACCOUNTS, THE BANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE BANK AS YOUR AGENT UNDER THIS LIMITED POWER OF ATTORNEY. You agree that the Bank shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.**

**YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS OR THE RECIPIENT AND/OR RECEIVER ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR**

**INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS OR THE RECIPIENT AND/OR RECEIVER ACCOUNTS IN ACCORDANCE WITH YOUR INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION; (4) ANY CHARGES IMPOSED BY ANY SERVICE PROVIDER; OR (5) ANY FUNDS TRANSFER LIMITATIONS SET BY ANY SERVICE PROVIDER.**

5. Dollar Limits. We may change any limit associated with a Payment Instruction, Internal or External Transfer, with respect to each Service, at any time; a decrease will be subject to notice, if required by law; however, you agree that Bank may reduce your limits below the amounts described in this Agreement without prior notice if any of your accounts with the Bank are not current or in good standing; you have had an item returned for nonsufficient funds during the current or last three calendar months; you have had prior Internal, External Transfer, Popmoney or Bill Payment transfers canceled, revoked, or uncompleted due to Insufficient Funds, revoked authorization, stopped payments, frozen accounts or any like reason; in order to protect the security or integrity of your Account or the Bank; if the Bank suspects any Internal Transfer, External Transfer, Popmoney, or Bill Payment of being fraudulent or illegal or is investigating same; if you do not comply with the requirements of the this Agreement or any other agreement between you and the Bank concerning your accounts; or if you do not access any NYCB Online service for any twelve (12) month period.

6. Sufficiency of Transfer Funds.

(a) You agree that you will have sufficient available funds in the Account to cover all requested outgoing funds transfers from that Account on the date in which such request is made or the date in which such transfer is slated for (as applicable). If the Account does not have sufficient available funds on the Deliver by Date or the Send on Date (as applicable), we may elect not to initiate one or more of the requested outgoing funds transfers from that Account. And, if we do elect to initiate the requested outgoing funds transfers, it may cause an overdraft in your Account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon, as may be set forth in your Additional Agreements. The Bank is under no obligation to notify you if any requested outgoing funds transfer is not completed. If we do elect to initiate the requested outgoing funds transfer, you agree to pay all related NYCB Fees as disclosed in the Schedule of Charges or any Service Use Fees, in effect at the time.

(b) You agree you will instruct the Bank to make an incoming funds transfer to one of your Accounts only when a sufficient balance is or will be available in your "from account" (for an internal transfer) or Recipient Account (as applicable) at the time of the transfer. The Bank will have no obligation to you or any other financial institution or other third party for any overdraft or insufficient fees which you may incur due to the Bank following your instruction for an incoming funds transfer to one of your Accounts when you have an insufficient balance in your "from account" or Recipient Account (as applicable). The Bank is under no obligation to notify you if any requested incoming funds transfer to one of your Accounts is not completed.

7. Processing Order. The order of debit and credit transactions (including but not limited to Internal Transfers, Bill Payment transfers, checks and debit card transactions) in which they are initiated may vary from the order in which they will be finally processed by the Bank. The Bank reserves the right to determine the order of processing of any transaction; please refer to the Account disclosure booklet you received at account opening for the order of processing.

## **K. Restrictions on use of NYCB Online**

You agree that you are independently responsible for complying with all applicable state or federal laws and regulations in all of your activities related to your use of NYCB Online, regardless of the purpose of the use, and for all communications you send through NYCB Online. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition to any prohibitions detailed under this Agreement, you may be prohibited from using NYCB Online for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass, or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy NYCB Online or the portion of the Site through which NYCB Online is offered without our prior written permission; (i) constitute use of any device, software, or routine to bypass technology protecting the Site or NYCB Online, or interfere or attempt to interfere, with the Site or NYCB Online; (j) logging on to NYCB Online from or for the benefit of a country that, under the Office of Foreign Assets Control, is under sanctions (information concerning what countries are under sanctions may be obtained from the website of the U.S. Department of the Treasury), or (k) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section Q of any violations of this Section or the Agreement generally.

## **L. Liability Limitations [Consumer Accounts only]**

1. The Bank will make good faith efforts to make all your payments or transfers properly. However, we will incur no liability if we are unable to complete any payments or transfers initiated via NYCB Online because of any of the following circumstances:

(a) Your Account does not contain sufficient available funds to complete the payment or transfer, or the payment or transfer would exceed the credit limit of your Account's overdraft line, or the balance in any linked Internal or Recipient Account (please refer to Section N of this Agreement for additional information).

(b) Our systems, your equipment, any software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you attempted to execute the transaction or, in the case of an automatic or recurring payment or funds transfer, at the time such payment or funds transfer should have occurred.

(c) The Biller mishandles or delays processing or posting a bill payment or refuses or is unable to accept a bill payment.

(d) You have not provided us with the correct names, addresses, or account information for Billers.

(e) Your enrollment to NYCB Online has been terminated or suspended for any reason.

(f) If circumstances beyond our control including, but not limited to, systems failure, fire, flood or interference from an outside force, prevent the proper execution of the transaction.

(g) The transfer of your funds or bill payment (i) is, or would be, or is suspected of, being a fraud, part of a fraudulent transaction, or a violation of any applicable law, rule or regulation, or (ii) is restricted by legal processes, other restraints, or holds on your Accounts. We also are not responsible for any delay caused by the Bank's investigation as to whether this provision applies to your funds transfer or bill payment.

(h) All requirements of the Biller and their agent(s) applicable to the Bank have been met.

(i) For External Transfers, the external financial institution mishandles or delays processing or posting a transfer sent through the External Transfer Service.

(j) You have not provided us with complete and correct transfer information, including without limitation the name of the external financial institution of Biller, Recipient Account, or Biller account number and transfer amount for a transfer.

(k) Other exceptions stated in this Agreement or other Additional Agreements.

2. Provided none of the circumstances described above are applicable, and subject to any other limitations described in this Agreement, if we directly cause an incorrect amount of funds to be removed from your Account or cause funds from your Account to be directed to an improper person or entity, we shall be responsible for returning, or debiting, the improperly transferred funds to your Account or directing payment to the proper Billers any previously misdirected payments or transfers.

#### **M. Representations and Warranties**

**THE BANK MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO NYCB ONLINE AND/OR THE NYCB ONLINE SERVICES, WHETHER EXPRESS OR IMPLIED, AND THE SITE AND NYCB ONLINE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF NYCB ONLINE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.**

**THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR NYCB ONLINE AND THE PORTION OF THE SITE THROUGH WHICH NYCB ONLINE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, NYCB ONLINE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF NYCB ONLINE,**

**WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO NYCB ONLINE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF NYCB ONLINE OR THE PORTION OF THE SITE THROUGH WHICH NYCB ONLINE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO NYCB ONLINE OR THE PORTION OF THE SITE THROUGH WHICH NYCB ONLINE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT PROCEEDING AS DESCRIBED IN SECTION O(4) and O(11) WITHIN ONE (1) YEAR OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**YOU UNDERSTAND AND AGREE THAT YOUR USE OF ANY NYCB ONLINE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY NYCB ONLINE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.**

**UNLESS OTHERWISE SPECIFICALLY STATED, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY NYCB ONLINE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH ANY SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM ANY INTERNAL OR RECIPIENT ACCOUNT OR THAT ANY SERVICE WILL MEET ANY OF YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.**

#### **N. Returned Items and Automatic Overdraft/Cash Reserve Access**

At our discretion we may not complete a bill payment or funds transfer (including without limitation, External Transfers) for any of the reasons stated in this Agreement as well as applicable provisions of any Additional Agreement (as, for example, any withdrawal limitation), including where there are Insufficient, Uncollected or Unavailable Funds in your Account to cover the transaction on the day the bill payment or funds transfer is to be made.

You authorize us to access any cash reserve, line of credit or automatic overdraft protection feature in which you are enrolled and charge applicable fees under this Agreement and any Additional Agreement, when you lack sufficient available funds in your Account to complete the requested transaction. Currently, all payments and future transfers will trigger such access, however, payments and transfers scheduled to be made on the same day as scheduled will not access such programs and you must have sufficient available funds in order to effectively complete the transaction.

## **O. Miscellaneous**

1. Time. All references to time in this Agreement are to Eastern Time. Please be aware that the Bank goes by its clocks which may not reflect the same time as you "have," so do not wait to the last minute before a cutoff time to effectuate a transaction.
2. Other Documents. NYCB Online or any other Services described herein is subject to your applicable Account Agreement. You agree to comply with the requirements of any help screens or instructions, online documentation, and other online terms and conditions for the services, as modified from time to time by the Bank in its sole discretion; this material is also incorporated into, and made an integral part of, this Agreement.
3. Disputes. Any dispute relating to this Agreement or to NYCB Online or any of the Services will be resolved in accordance with the terms and conditions contained in this Agreement and Additional Agreements, as they may be amended from time to time, and not to representations made by our employees.
4. Governing Law. This Agreement and its enforcement are governed by the laws of the State of New York without regard to any choice of law provision.
5. Assignment / Third Party Beneficiaries. The Bank may assign or delegate, in part or whole, its rights and obligations under this Agreement to any third party(ies) without any notice to, or consent by, you. You may not transfer or assign your interest or rights under this Agreement without the prior written consent of Bank, which the Bank may withhold for any reason or for no reason, and any purported assignment in violation of this Sub-section 5. shall be void. This Agreement shall be binding upon and effective for the benefit of the parties hereto and their respective legal representatives, permitted successors, and permitted assigns. This Agreement is not for the benefit of any other person or entity, and no other person or entity shall have any rights against Bank or you hereunder.
6. Headings. Paragraph/section headings are descriptive and for convenience only and shall not be a part of the provisions of this Agreement, nor be used in its construction or interpretation. Unless the context specifically requires otherwise, the use of the plural in this Agreement includes the singular, and vice versa.
7. Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
8. Severability. If any term or provision of this Agreement is held to be invalid, illegal, void, or unenforceable by any rule or law or judicial decision by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the

parties in accordance with applicable law, and all other provisions of this Agreement shall remain in full force and effect.

9. Entire Agreement. This Agreement, as it may be amended from time to time, contains the entire agreement between the Bank and you and supersedes all oral conversations, other communications, and previous agreements, if any, with regard to NYCB Online and the Services offered there under. The terms and conditions in this Agreement are in addition to any Additional Agreement you have with us. If the Additional Agreement is silent regarding access to or use of your Account by personal computer or other web-enabled device, the Additional Agreement is hereby modified by this Agreement to include access to, or use of, your Account via the Internet. In the event there is a conflict between the provisions of any Additional Agreement and the provisions of this Agreement, the provisions of this Agreement shall control with respect to NYCB Online Services unless otherwise noted; provided however that, (i) with respect to mortgage and home equity loan payments for a mortgage and home equity loan serviced by the Bank or an affiliate, if there is a conflict between this Agreement and the provisions in any information or instructions provided in the Managing Your Mortgage Online section, located under the Personal Banking tab on the myNYCB.com home page, or any other mortgage or home equity loan specific information we provide online, the terms of such other information shall control and take precedence over the provisions of this Agreement.

10. Survival. The provisions of this Agreement that by their nature and content are intended to survive the performance hereof, shall so survive the completion, discontinuance or termination, regardless of the reason, of this Agreement, and regardless of whether such provision is specifically noted as so surviving. Without limiting the foregoing, the obligations and liabilities of the parties incurred prior to any completion, discontinuance or termination of this Agreement shall survive such occurrence.

**11. Jury Trial Waiver. IN ANY LITIGATION BETWEEN THE PARTIES DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO NYCB ONLINE OR THIS AGREEMENT, THE PARTIES AGREE (a) TO WAIVE TRIAL BY JURY; and (b) IN ANY SUCH LITIGATION, ONLY CLAIMS DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO NYCB ONLINE OR THIS AGREEMENT MAY BE ASSERTED, WHETHER AS CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR DEFENSES.**

12. Writing. If you enroll in NYCB Online through the Internet, you authorize the Bank to treat your application in the same manner as if it had been made in writing and signed by you. The use of the User ID and Password is your legal authority to carry out your instructions without requiring a physical signature on this Agreement or any item or instruction.

13. Force Majeure. In no event will we be liable to you for any damages, default, or delay in performance arising out of or related to this Agreement or the NYCB Online services to the extent such damages or the default or delay is caused by circumstances beyond our control including without limitation, civil disorders; war; terrorism; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical failures; denial of service attack, postal delays or strikes, virus or other malicious code or malicious applications; fires; floods; acts of God; governmental action; law, rules, or regulations.

14. Links. Links to other sites may be provided on the portion of the Site through which NYCB Online is offered for your convenience. By providing these links, we are not endorsing, sponsoring, or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services, or other situations at or related to or from any other site, and make no representations concerning the content of Site. Consequently, we cannot be held

responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

15. Indemnification. To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim, or demand (including attorneys' fees and expenses) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

16. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

17. Independent Contractor. We are an independent contractor for all purposes, except when noted otherwise. We do not guarantee the identity of any user of the Service (including but not limited to Accounts to which you send payments).

## **P. Changes**

We may, in whole or in part, from time to time and at any time alter, amend, restate, or replace the term(s) and provision(s) of this Agreement and related fees and charges. In such event, we will send you notice to the extent required by applicable law. NYCB Online and the Service(s) there under will be governed by the Agreement as then changed. If you do not agree to any change, you must stop using the NYCB Online services and terminate the Agreement in accordance with Section Q entitled "Termination or Discontinuation."

Further, we may, in whole or in part, from time to time and at any time, revise, update, modify, or delete NYCB Online or any of its services, browser, security and encryption levels, other security safeguards, and/or other related material. If these changes render prior versions obsolete, the Bank reserves the right to terminate or suspend NYCB Online and/or this Agreement as to all such prior versions of NYCB Online, or related material and limit access to the most recent version of NYCB Online.

Your use of, or access to, NYCB Online after any of the above-described change(s) occur or becomes effective, shall mean that you and/or others you have authorized or permitted to do so on your behalf, have agreed to be bound to the terms and conditions of this Agreement and/or service as changed as described above.

Notice of such to you will take place in accordance with Section R entitled "Notices and Change of Address."

#### **Q. Termination or Discontinuation**

1. You may discontinue use of NYCB Online at any time and terminate the Agreement upon ten (10) Business Day's prior written notice. Your notice must be sent using one of the methods described below:

- Submitting your request through the NYCB Online Secure Message Center; or
- Certified or registered U.S. Mail to:

New York Community Bank  
ATTN.: NYCB Online Department  
PO Box 190  
Hicksville, NY 11801

2. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or NYCB Online; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of NYCB Online for any reason or no reason and at any time. The remedies contained in this Section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise. Upon termination you will be responsible for making arrangements to pay any future or recurring payments. Notice of such to you will take place in accordance with Section R entitled "Notices and Change of Address."

*We will not be liable for payments or transfers not canceled or payments or transfers made due to the lack of proper notification by you of NYCB Online termination or discontinuance for any reason.*

#### **R. Notices and Change of Address**

You agree that we may provide notice to you by posting it on the Site, sending you a message within NYCB Online, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in the NYCB Online setup or customer profile. Notices sent to you will be effective when we email, mail or deliver them to the last known (email) address that we have for you in our records or if we "post," when we make such notices available to you through our NYCB Online Service.

If each joint owner or authorized signer or other party-in-interest of an Account enrolls in NYCB Online, notice to one owner will be considered notice to all.

If your mailing address or external email address changes, you must promptly notify us in writing of the new address. You may update your email address within NYCB Online by clicking on 'Account Services' and then 'Update Contact Information' and 'Edit mailing and/or email address,' as appropriate.

Notices to the Bank will be effective upon receipt by the Bank if mailed to the address in Section Q entitled "Termination or Discontinuation;" provided that the Bank will be afforded a reasonable time to act on said notice.

We may also be reached at 1(877) 786-6560 for questions and other purposes concerning NYCB Online, but such telephone calls will not constitute legal notices under this Agreement.

## **S. Confidentiality and Disclosure of Account Information to Third Parties [Consumer Accounts only]**

### **1. Privacy**

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

We may disclose information about you and your NYCB Online Accounts as provided in the New York Community Bank Personal Deposits Account Agreements and Disclosures for your account(s) and our Privacy Notice. In addition, the Bank has the right to obtain and disclose information regarding your Accounts or transactions on your Accounts from or to a Biller or financial institution to resolve a claim by or against the Bank concerning a deposit or withdrawal from your Account or payment posting problems.

In addition, we will disclose information to third parties about your Account or the transfers you make: (i) where it is necessary to provide NYCB Online or otherwise for completing bill payments or transfers (including Internal and External Transfers); (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders, subpoena or legal process, or otherwise as required or permitted by state or federal law and/or regulation; (iv) in order to activate additional Services provided by the Bank; (v) in order to disclose, for research purposes only, to a credit bureau or consumer reporting agency; or (vi) if you give us written permission.

Except for the above circumstances, the Bank will exercise reasonable care to protect the confidentiality of your financial information and to prevent unauthorized disclosure to third parties.

Without notice to you, the Bank reserves the right to (i) monitor and review transmissions Online and in storage; (ii) remove or reject any material which the Bank, at its sole discretion, believes may be unlawful or objectionable; and (iii) disclose your electronic communications to the same extent it discloses other information about you or your Account(s) or as permitted by law. In no event will the Bank be liable for any costs, damages, expenses or other liabilities incurred by you as a result of such activities by the Bank.

In order to provide the External Transfer service, we must obtain from you certain personal information about you, your Recipient Accounts, and your transactions (referred to herein as "Customer Information"). You represent that you have the right to provide such Customer Information and that you give us the right to use the Customer Information.

### **2. Credit Information and Disclosure of Your Information**

You agree that we may obtain and use consumer reports and other information verification reporting services and exchange credit information in connection with this Agreement or any

service you obtain from the Bank or any new, updated or renewed service, or product or for any other legitimate business purpose. In addition, in connection with this Agreement, and/or in connection with a request for Bank products and services, we may obtain a consumer report on you.

The Bank may do so at the time you open an Account, request any NYCB Online or other service from the Bank, at any time while your Account is open, or the service is available, or after your Account or service is closed if you owe the Bank any amounts related to your Account or service and the Bank may use such information for any purpose, except as prohibited by law.

We may report information about your Accounts to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your consumer report.

If you or another owner or authorized signer of your Account(s) or service(s) link your Account(s) or service(s) to another Account(s) or service(s) on which another person(s) is an owner, authorized signer or authorized user, or you authorize payment to or from your Account by, from, or to a third party, you are deemed to give permission for disclosure of information regarding your Accounts and service(s) including, without limitation, transaction, balance, and Account number information to such other person, their other authorized representatives, or to any other person who could lawfully obtain information about such person.

Except as otherwise prohibited by law, you agree that the Bank may share with Bank affiliates any information about you that you provide, or that the Bank obtains as a result of transactions or other activity for, among other things, the purpose of offering products and services that we believe may be of interest to you.

In addition to the above, we may disclose information about you to the extent permitted by law.

### **3. Privacy of Others**

If you receive information about another person through NYCB Online, you agree to keep the information confidential and only use it in connection with NYCB Online.

#### **T. Request to Stop a Paper Check**

You may request a stop payment, using NYCB Online, on one of your paper checks written against your Bank checking Account. The Bank must have a reasonable opportunity to act on a stop payment order and is not liable for checks already paid or already in the process of being paid. Stop payment requests submitted using NYCB Online will remain in effect for six months unless renewed. If the item is presented after six months it may be paid or dishonored at our discretion unless you have renewed the stop payment request.

Your Account will be charged for initiating a stop payment through NYCB Online in accordance with the Bank's then current NYCB Fees. Please refer to the "Personal Deposit Account Agreements and Disclosures" for other applicable terms, however, if those terms differ from or conflict with those described in this Section, the Personal Deposit Account Agreements and Disclosures controls.

#### **U. Intellectual Property**

All other marks and logos related to NYCB Online are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are

our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or NYCB Online or display them in any manner that implies our sponsorship or endorsement. All right, title, and interest in and to NYCB Online, the portion of the Site through which NYCB Online is offered, the technology related to the Site and NYCB Online, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or NYCB Online shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

## **V. Electronic Mail and Alerts**

### **1. Electronic Mail**

You are required to provide the Bank with a valid e-mail address in order to participate in NYCB Online. Individual and business customers in NYCB Online must provide the Bank the same e-mail address for each Account they maintain at the Bank.

If you send the Bank a message using the electronic communication option in NYCB Online, the Bank will generally receive it by the following Business Day. You agree that we may take a reasonable period of time to act on any electronic message received. If you need to contact us on an urgent matter, please call us immediately; do not send an electronic message. Unless otherwise provided in the Agreement, electronic messages do not serve as a substitute for any requirement imposed on you to provide us with "notice." Your electronic communications to us may be monitored; by using any communication system, you consent to such monitoring.

You acknowledge that e-mail messages may be delayed or impacted by factor(s) pertaining to your Internet service provider, phone carrier, or other factors, including, without limitation, your device may not function properly, messages sent by the Bank to the e-mail address you have designated in NYCB Online are not delivered to your e-mail inbox for whatever reason, or circumstances beyond the Bank's control prevent delivery (such as, but not limited to, communications failure, energy shortage, act of God, war, riot, fire, civil commotion, terrorist attack, severe or adverse weather conditions, or other causes beyond the Bank's 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, the messages sent through e-mail.

### **2. Alerts**

By providing us with a telephone number (including a wireless/cellular, mobile telephone number, and/or email address), you consent to receiving calls from us at that number and/or e-mails from us for our everyday business purposes (including identify verification). You further consent to receiving text messages from us at that number, and/or e-mails from us for marketing purposes in

connection with NYCB Online and consistent with our Privacy Policy [Consumer Accounts only]. Please review our Privacy Policy for more information [Consumer Accounts only].

We may add new Automatic and Voluntary Alerts (collectively, "Alerts") from time to time, or cancel old Alerts. Voluntary alerts are those you may choose to be sent to you and Automatic alerts are those sent automatically to you with no need for you to request them. We usually notify you when we cancel Alerts, but are not obligated to do so. If you receive or otherwise use the Alert service, you agree to the following terms:

- Alerts will be sent to the email address you have provided as your primary email address for the NYCB Online service.
- If your email address or your Mobile Device's number changes, you are responsible for informing us of that change. Changes to your primary address and Mobile Device number will apply to all of your Alerts.
- While we do not currently charge for the delivery of the Alerts, please be advised that you are responsible for any and all charges, including, but not limited to, telephone or data charges or other fees imposed by your communication service provider. Message frequency depends on your preferences.
- We may send Alerts through your carrier, who will act as your agent and deliver them to you. Messages may be delayed or affected by your communication service provider(s) or others.
- Alerts are provided for your convenience and do not replace your periodic statement(s), which are the official records of your account.
- You accept that we may not encrypt information when it is sent to you through these services and may include confidential information. You should know that anyone with access to your email will be able to view the contents of these Alerts.
- You understand and agree that your Alerts may be delayed or prevented by a variety of factors. We do our best to provide Alerts in a timely manner with accurate information. You understand and agree that we are not liable for losses or damages from any disclosure of Account information to third parties; non-delivery; delayed delivery; misdirected delivery or mishandling of, or inaccurate content in, the Alerts or the Account information sent; or your use or any actions taken or not taken by you or any third party in reliance on the contents of any Alert for any purpose.
- The Alerts may only be activated by customers with eligible Accounts. While you have to have an eligible Account to use the text messaging service, once you activate the service, if you have other types of Accounts with us, you may have access to those Accounts as well.
- You should know that anyone with access to your email will be able to view the contents of these Alerts.

To opt out of receiving Alerts, you may click on 'Alert Settings' within NYCB Online to update your preferences.

Signed by

New York Community Bank

December 2018