

**APPLE BANK PAYANYONE
SERVICE ADDENDUM TO
ONLINE BANKING SERVICES AGREEMENT**

Together with the Online Banking Services (“OB Services”) agreement (“Agreement”), which continues to apply and is hereby ratified, confirmed and deemed incorporated herein by reference, this addendum (the “Addendum”) supplements said Agreement. The Agreement and Addendum describe both your and Apple Bank for Savings’ (“Apple Bank” or “Bank”) rights and obligations when using the PayAnyone Service (“PayAnyone” or “Service”) and represents your acceptance of the terms and conditions.

PLEASE TAKE NOTICE: ALL TERMS AND CONDITIONS OF THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO YOUR RESPONSIBILITIES, LIABILITIES AND OBLIGATIONS TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE BANK, TO PROVIDE TIMELY NOTICE(S) AND TO BE BOUND BY THE BANK’S LIMITED LIABILITY, DISCLAIMERS OF WARRANTIES AND ITS DISCLOSURES CONCERNING CONSUMER ELECTRONIC FUNDS TRANSFERS, ONLINE SECURITY, ELECTRONIC COMMUNICATIONS, SYSTEM REQUIREMENTS, ACCESS TO SERVICES, GENERAL TERMS AND CONDITIONS, ETC., ALL AS SET FORTH THEREIN, ARE DEEMED INCORPORATED HEREIN FOR ALL PURPOSES AND SHALL APPLY IN ALL RESPECTS TO THE APPLE BANK PAYANYONE SERVICE PROVIDED PURSUANT TO THIS ADDENDUM. Please read it, again, and make a copy for your records.

This Addendum contains supplemental definitions and abbreviations at Section X.

I. PAYANYONE SERVICE – PERSON-TO-PERSON (P2P) MONEY TRANSFER SERVICE

Apple Bank’s person-to-person (“P2P”) payment service (herein, “PayAnyone Service”) is embedded within the Q2 Software, Inc.’s online and mobility applications, and is available through Acculynk, Inc. (“Acculynk”), a third-party provider of Q2. The Service allows you to send funds to another person, providing you with a real-time money Transfer capability that is simple, reliable, convenient and safe.

PayAnyone allows you, the User, to make P2P payments in real-time, in just four easy steps:

1. The User initiates a P2P request to make a payment from his or her participating debit card.
2. The request is validated via a secure online PIN pad and guarantees “Good Funds” for the recipient.
3. The recipient is notified via email or text that funds are available and activates an embedded link to go to a hosted website branded by the payee’s financial institution (“FI”).
4. The recipient provides his or her first and last name, and account or debit card information, as requested by the payee’s FI.

For added security, PayAnyone also validates your P2P transaction using Acculynk’s PaySecure® patented scrambling online PIN pad. The numbers entered re-scramble each time the cardholder

clicks on a digit of a PIN. No PIN information is ever stored. The Bank's limits on P2P transaction dollar amounts and/or frequency will provide additional protection.

- For the SEND portion of P2P payments, User requests are channeled through a Debit EFT Network (e.g., NYCE), using an Internet PIN Debit ("IPD") transaction.
- For the RECEIVE portion, requests may be processed using an Account to Account ("A2A") Transfer or automated clearing house ("ACH"), depending on the recipient's card eligibility.

II. E-SIGNATURE AND ELECTRONIC COMMUNICATIONS AGREEMENT

By subscribing using an Electronic Signature, clicking "I Agree," requesting access or using the PayAnyone Service and providing Login Credentials, you and anyone else you authorize (i.e., an Authorized Person) agree to be bound by this Addendum, the Bank's Rules and applicable laws and regulations.

For all cardholders, account owners, signers, applicants, Users, Authorized Persons or any other person registering or using the Service as a Sender or a Recipient, the Addendum is governed by Electronic Signatures In Global and National Commerce Act, 15 U.S.C., Section 7001, et. al. ("E-Sign Act"), which applies to all communications, documents, agreements, disclosures and electronic signatures related to the products, services and Transfers accessible through the PayAnyone Service.

Affirmative Consent; Electronic Communications:

Acceptance of this Addendum constitutes your Enrollment and registration in the PayAnyone Service and evidences your affirmative consent to communicate and initiate P2P Transfers by means of electronic communications ("ECs") under the E-Sign Act. ECs may include access to and/or delivery of communications, instructions, forms, agreements, documents, notices, information and/or any other writing or file that can be exchanged through a mobile or web-based electronic interface or email.

Authorization

By enrolling, you authorize and direct the Bank, Q2, Acculynk and their processing agents to: (1) activate the Service, (2) accept and process your P2P instructions, and (3) do all things necessary to enable you to access and use the Service.

Legal Signature; Binding Nature

Upon enrollment and each time you use the Service and submit information to the Bank, Q2 and/or Acculynk, you confirm the legal validity of the ECs so exchanged, accept responsibility therefor and acknowledge that they are binding upon you, even if you have entered erroneous recipient or payment information.

III. TERMS OF USE – PAYANYONE SERVICE

These Terms of Use set forth the terms and conditions under which the PayAnyone Service is offered. The Service allows a Sender to Transfer funds to a Recipient through electronic means. These Terms of Use, and the Addendum as a whole, affect your rights. You should read them carefully.

1. Prohibited Uses; Monitoring

Unauthorized use of the underlying systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. The Bank, Q2 and Acculynk reserve the right to monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Further, you agree that you will only use the PayAnyone Service lawful purposes and that no P2P Transfer requested or sent thereunder will be used for:

- Payments of taxes or to any governmental authority;
- Court ordered payments, e.g. alimony, maintenance or child support obligations;
- A gambling debt or transaction;
- Payment or collection of an overdue obligation; or the
- Payment or collection of debts or obligations owed to another person or entity.

Any Account accessed through the PayAnyone Service is subject to:

- This Addendum;
- The terms, conditions or instructions appearing on a screen when using the Service;
- The Apple Bank Online Banking Services Agreement;
- The terms and conditions of your Apple Bank Account ("Account Disclosures"), which may include Transaction Limitations and Fees that might apply;
- Applicable law, rules and regulations;
- The rules of the National Automated Clearing House Association and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the Transfer of funds and governed by Regulation E, (collectively, the "NACHA Rules").

2. Description of Service; Consent of the Parties

Apple Bank debit cardholders may send one-time P2P Transfers to a Bank customer or depositor of another financial institution ("FI"). Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer, mobile device or smart phone. For convenience, you may register for the Service. To use PayAnyone you are providing information to Q2 and Acculynk, its Service Provider, from your mobile phone, desktop, laptop, or other computer. Q2 is a vendor of Bank.

By participating in the Service, you are representing to the Bank that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Bank or its vendor(s), regarding the

Transfers and represent to the Bank that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be Transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

3. Eligibility

Individuals aged 18 years and older with a debit card issued by Bank are eligible to use this Service to send available funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are Transferred by the Sender. The Service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures.

The Bank does not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information to the Bank, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.

4. Transfers; Errors

You must maintain an eligible funding account with sufficient available funds to cover any P2P Transfer you attempt to send using the Service. The same or a similar eligible deposit account must also be maintained at the Bank to receive P2P Transfers.

You may make one-time P2P Transfers by entering your debit card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and a fee may be charged.

Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institution for deposit to the Recipient's account. If the Sender and Recipient are both Apple Bank customers enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account, but only after Recipient claims the funds. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed.

Apple Bank is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter and that you are legally bound for each such Transfer even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone

number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Addendum, the Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network or networks utilized to automate the Transfer of funds and governed by Regulation E (collectively, the "**NACHA Rules**").

The parties agree to be bound by such NACHA Rules as in effect from time to time. In accordance therewith, any credit to an Account shall be provisional until the Bank or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you, as Sender, are authorized to withdraw or you, as Recipient, are authorized to deposit or withdraw funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Bank, directly or through third parties, to make any inquires and to share information considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or other sources, to which you hereby give your consent.

You authorize and instruct the Bank to debit your account to complete the Transfer you request. If you are receiving funds, you authorize and instruct the crediting of your account using card networks or NACHA.

5. Sender Acknowledgment

By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and **you could lose all the funds**. You assume the whole risk of loss. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly, call us immediately at (914) 902-APPLE (2775) and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were Transferred according to the Sender's instructions. Further, we may reject any Transfer request and terminate your use of this Service for any reason including attempting insufficiently funded Transfers.

6. Recipient Acknowledgment

By using this Service you, as the Recipient, are confirming that you are the person to whom the Sender intends to Transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to Transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be Transferred through the Automated Clearing House (“ACH”).

It is IMPORTANT that you enter accurate information. You agree that Bank, the receiving financial institution (“Receiving Bank”) and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person’s account. You acknowledge that the Receiving Bank may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient’s responsibility to work with the Receiving Bank to which the funds were sent. **You may lose all the funds that were Transferred.** You assume the entire risk of loss. The funds that are credited to the account cannot be recalled by us.

- If you suspect that you **have entered information incorrectly or received funds in error, call us immediately at (914) 902-APPLE (2775) and we may attempt to cancel the transaction.** We have no obligation to cancel the Transfer or to reimburse funds that were Transferred according to the Recipient’s instructions.

By using this Service you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with intent to commit unlawful activity.

You represent to the Bank that all information you are providing is true and correct. If any information you provide is fraudulent, the Bank reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

7. Fees and Limitations on Transfers

You may initiate PayAnyone (P2P) Transfers, but only with sufficient available funds, up to \$1,000.00 per transaction or per day, in the aggregate. The Bank reserves the right to establish or modify limits on the number or total dollar amount of Transfers of Transfers that can be attempted or completed in one day or one month.

At present, you may send multiple Transfers each day; the Bank reserves the right to impose a separate fee for each Transfer you send. We may also modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be Transferred from the account from which the debit card is authorized to Transfer funds. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

8. Timing of Transfers

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

9. Issues Affecting the Posting of Transfers

You authorize and instruct us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize and instruct the Bank to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer.

Neither the Bank nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH Transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic Transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

10. Security

The Sender and Recipient of funds may choose to register for this Service to simplify their future use of the Service. If so, they will each be asked to create a username and password and will be responsible for keeping them secure. **We will not ask you for your password.**

If the financial institution contacts us or our Service Provider for information regarding your Account, you authorize us or the Service Provider to discuss the Transfer and the account information you have provided.

11. Cookies, Browser Information and Related Issues

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on Your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

12. Access to Information about You

You may review and update the personal information maintained about you in the "Manage Account" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with the Bank or you no longer have a debit card, you may no longer send Transfers. However, your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

13. Amendments

Bank may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately when it is posted, unless a delayed effective date is stated therein. The Bank may provide you with an email notification of such amendments, but is not required to do so. Similarly, the Bank may request you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service, but, in any event, your use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

IV. CONSUMER ELECTRONIC FUNDS TRANSFER (“EFT”) PROVISIONS

A. Scope. These provisions apply to any EFT conducted through the OB, MX, Bill Payment, internal transfer, A2A external funds transfer, Mobile Banking, PayAnyone or any other Service(s) available now or hereafter by which you authorize and instruct us or some other FI, through Q2, Fidelity National Information Services, Inc. (“FIS Global”), PNC Bank, N.A. (“PNC Bank”), as the originating depository financial institution (“ODFI”), or any third-party processor and any ACH network, to debit or credit one or more of your deposit Accounts. The Act and Reg. E, as defined herein, govern consumer EFTs. The Bank may rely on any exceptions or exclusions to the provisions contained in the Act or Reg. E. Any terms not defined herein but which are defined in the Act or Reg. E shall have the same meanings as in said statute and regulation.

B. NOTE:

See, **Section IV of the Agreement**, for details of Consumer Electronic Funds Transfer (“EFT”) Provisions.

See also, **Section XVII of the Agreement** for additional Definitions.

V. USER REPRESENTATIONS AND WARRANTIES

By subscribing hereto, on becoming a User, requesting access and when using the PayAnyone Service you authorize, represent and warrant as follows:

- (1) You have the right and do hereby authorize and permit the Bank, Q2, Acculynk and/or their processing agents to access the your account(s) at the Bank to effect instructions and complete your PayAnyone submissions or transactions or for any other purpose contemplated under the Agreement and Addenda;
- (2) By disclosing to and allowing us, such entities and processing agents to use such information, you are not violating any third party rights;
- (3) The information provided to the Bank, Q2, Acculynk and their processing agents is and shall continue to be true, current, correct and complete;
- (4) The Bank, Q2, Acculynk and their processing agent(s) may rely upon all data, images or other information provided by the User or Authorized person when using the PayAnyone Service.
- (5) The Bank, Q2, Acculynk and their processing agents are authorized to use, configure, copy, modify, display and distribute any information, data, materials or other content, both confidential and non-confidential, that the you provide to us or such other entities and/or processing agents for purposes of providing the Services;
- (6) In addition, upon each submission of a P2P request using PayAnyone, you represent and warrant to the Bank that:

- You have authorized the registration of your Apple Bank Debit Card for use with the PayAnyone Service;
- You will not use the Service for any unlawful purpose or in contravention of this Addendum or the Agreement;
- You a person entitled to make a P2P request hereunder;
- You authorize and instruct the Bank, Q2, Acculynk and their processing agents to send emails and text messages to recipients;
- The recipients have given you permission for all purposes hereunder;
- That any funds requested from a recipient shall not be for any Prohibited Use under Section III, Terms of Use, Subsection 1, set forth above;
- No P2P submission or transaction initiated through your use of the PayAnyone Service will contain any incorrect or misleading email address, name or other information regarding a recipient.
- No such P2P submission or transaction is or will become subject to any defense or claim of recoupment by any party that could be asserted against the Client;
- No such P2P submission or transaction will exceed any of the dollar amount or transaction frequency limits set by the Bank; and
- You will comply with the Bank's Rules, as may be amended, at all times.

(7) You hereby appoint the Bank, Q2, Acculynk and their processing agents as your true and lawful attorney(s)-in-fact to access your Account and Debit Card information and data, but only for purposes of performing the Services hereunder, including but not limited to, the handling of each P2P request submission and transaction as may be required or necessary to be done hereunder and, further, for verifying the content and authenticity of any instruction for the purposes of security procedures applicable to your Accounts and the PayAnyone Service, as to all intents and purposes as the User might or could do in person; and

(8) You acknowledge and agree that upon a breach of any of your representations and warranties set forth herein, you shall be liable for damages equal to the actual pecuniary loss suffered or incurred by the Bank as a result, including, without limitation, all damages otherwise recoverable against the Bank under applicable law, NACHA Rules or Network Rules, which obligations are hereby assumed.

VI. ASSUMPTION OF RISK; OBLIGATION TO RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY

Assumption of Risk:

You agree to bear the sole risk and peril of any financial loss or damage you or any third-party sustain as a result of accessing or using the PayAnyone Service.

User's Obligation to Release, Defend, Hold Harmless and Indemnify:

You hereby agree, at your expense, to release, defend, hold harmless and indemnify Apple Bank, Q2, Acculynk, Inc., processing agents, affiliates, partners, officers, directors, employees, consultants and agents ("Indemnified Parties") from and against any and all losses, damages, liabilities, Judgments, fines, costs and expenses (including, but not limited to attorneys' fees) incurred or sustained,

directly or indirectly, by any one or more of the Indemnified Parties, stemming from claims, demands, actions, proceedings or suits asserted (or assertable) against the Indemnified Parties arising from:

- (1) Your use (or that of Authorized Persons) of the PayAnyone Service;
- (2) The Indemnified Parties' good faith reliance upon the your representations and warranties, as set forth above (in Section V), and/or their
- (3) Good faith reliance upon the Transfer Instructions, information and/or authorizations that you provide: and
- (4) The performance or non-performance of other financial institutions,

which results in injury or damages to the rights of any person or entity, under any theory of recovery advanced, including but not limited to breach of contract, breach of representation or warranties, negligence, intentional tort or otherwise, provided the same is not the sole result of the Bank's gross negligence or willful misconduct.

Further, in like manner, you shall also release, defend, hold harmless and indemnify the Indemnified Parties from and against any and all losses (including losses in excess of the amount of any check or item), damages, liabilities, costs or expenses (including actual third-party out of pocket, reasonable attorneys' fees) incurred or sustained for actions, claims, demands or suits threatened, made or brought by any other person or entity, any of the same becoming due, directly or indirectly arising out of, as a result of, in connection with or relating to any P2P submission or transaction accepted or rejected by the Bank, Q2 or Acculynk under any theory of recovery advanced, including but not limited to breach of contract, breach of warranty, breach of representation or warranty, tort or otherwise, provided the same has not resulted from the Bank's gross negligence or willful misconduct.

Without limiting the foregoing, you shall also indemnify the Bank and any intended P2P recipient for any loss, injury or damage incurred or sustained by reason of the misdirection of any such transaction based on the information that you, the User, provide and enter when using the Service.

Finally, you shall indemnify the Bank for all costs and expenses (including, without limitation, actual third-party out of pocket, reasonable attorneys' fees) incurred or sustained by the Bank in the enforcement of this Addendum including, without limitation, enforcement of the Agreement's release, hold harmless and indemnity provisions. You acknowledge that recoverable damages under the aforesaid provisions shall not be limited to the dollar amount of any Item(s).

VII. LIMITED LIABILITY OF THE BANK AND THIRD PARTIES

A. Our Liability. This Section explains the Bank's and Third-Party Providers' liability to you only to the extent that the Agreement, Addenda, notices or other disclosures do not separately disclose it. In the event of a conflict, the pertinent provisions of the Addenda shall govern.

B. **NOTE:**

See, **Section XI of the Agreement**, at sub-sections A. through I., for details of the Limited Liability of the Bank and Third-Party Providers.

See also, **Section XVII of the Agreement** for additional Definitions.

VIII. FEES

There are no Fees associated with the initiation of P2P money Transfer transactions through the PayAnyone Service, though the Bank reserves the right to do so in the future, upon prior written notice to you. For other service fees and charges, generally, see your Account Disclosures and the Bank's Maintenance and Service Charges brochure.

IX. TERMINATION OF PAYANYONE SERVICE

You may terminate this PayAnyone Services Addendum and cease your participation, by calling between the hours of 8:30 AM and 9:00 PM M-F; and between 9-3PM SAT-SUN, Eastern Time ("ET"), at (914) 902-APPLE (2775), or by writing the Bank at:

Customer Line
c/o Apple Bank for Savings
1395 Northern Blvd.
Manhasset, NY 11030

X. DEFINITIONS. In addition to the definitions in the Agreement, the following apply:

1. "Account" or "Accounts" refers to any accounts that may be debited or credited with funds under these Terms of Use.
2. "Recipient" means the cardholder to whom the Sender Transfers funds.
3. "Sender" is the Bank Cardholder that Transfers funds to another person through the Service.
4. "Service" means the PayAnyone, person-to-person ("P2P") service powered by Acculynk, i. allowing a Sender to send funds to a Recipient.
5. "Service Provider" includes Acculynk, Inc., a company whose software facilitates person-to-person ("P2P") payments to customers of U.S. financial institutions.
6. "Site" is the Service Provider's electronic location accessed by a user through a mobile phone, computer or other access device.
7. "Transfer" means an electronic movement of funds (an EFT) from an account at the Bank or another financial institution to an account of another party by means of or using the PayAnyone Service.
8. "Transfer Instructions" are the information that you provide when using the Service.

9. “Us,” “We,” and “Our” means Bank.

10. “You” and “Your” mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

**Apple Bank for Savings
Member FDIC**

(June 2017)