

TEXT BANKING 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 ("Text Banking Addendum") supplements said Agreement. The Agreement and Addendum describe both your and Apple Bank (or the "Bank") rights and obligations when using the text banking service ("Text Banking 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, 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, SYSTEMS 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 TEXT BANKING SERVICE PROVIDED PURSUANT TO THIS ADDENDUM. Please read it, again, and make a copy for your records.

I. TEXT BANKING SERVICE

By subscribing, using an Electronic Signature, clicking "I Agree," requesting access, providing Login Credentials, entering your mobile cell phone number and/or using the Apple Bank text banking service ("Text Banking Service"), you and anyone else you authorize (i.e., an Authorized Person) agree to be bound by this Addendum to the Agreement and the Bank's Rules. Your acceptance of this Addendum constitutes your Enrollment and registration in the Text Banking Service and evidences affirmative consent under the E-Sign Act.

Text Banking

Upon activation, Users may enable the text banking feature of mobile banking, by which certain basic account information (e.g., balances, etc.) can be quickly retrieved, even without the formal Login process, through your registered Mobile Device.

Mobile carrier message and data fees may apply. Users may later opt out or disable the Text banking featured within the application.

You are and will remain subscribed to the Service until you send **STOP** to the Apple Bank Text Banking Service.



Cost

There are no premium charges using Apple Bank's Text Banking Service and/or Alerts. Message and data rates may apply.

How to opt-out

To opt-out of Apple Bank Text Banking Alerts, reply **STOP** to 226563. An unsubscribe message will be sent to your number confirming the cancellation, but no more messages will be sent after that one.

Support/Help

For support or information about Apple BankText Banking Alerts, reply **HELP** to 226563.

If you have any questions, please go to www.applebank.com, or call (914) 902-APPLe (2775) for Customer Support. Our TDD phone number is (800) 824-0710.

II. <u>USE OF SERVICE; BASIC TEXT COMMANDS</u>

Apple Bank Text Banking - 226563

For information and funds transfer between your enabled accounts, text the following commands to BANKME (226563)

BAL	Account balances
HIST	<account nickname=""> - Account history</account>
XFER	<account nickname1=""> <account nickname2=""> <amount> - Transfer funds from one account to another. Enter full amount using dollar, decimal and cents.</amount></account></account>
HELP	<apple <u="" bank,="">www.applebank.com; or by phone, call CustomerLine at (914) 902-APPLe (2775)</apple>
STOP	Disable text banking for the enrolled mobile device (To reactivate, login to Online Banking.)
LIST	List of available commands

III. <u>ELIGIBLE ACCOUNTS; LIMITATIONS</u>

See **Sections I. E. and I. F., VII and XVII of the Agreement** for details concerning Eligible Accounts, Internal Transfers and Transaction Limitations.

As the User, I confirm that I hold the account corresponding to the mobile cell phone number that I have entered, or that I have the account holder's permission to use this Service.



IV. LIMITED LIABILITY OF THE BANK AND THIRD-PARTY PROVIDERS

A. <u>Our Liability</u>. 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 Definitions.

V. SUPPORTED CARRIERS

Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, Cellular South, Centennial Wireless, Cincinnati Bell, GCI, Immix Wireless, Inland Cellular, IV Cellular, Nex-Tech Wireless, Nextel Communications, nTelos, Revol Wireless, Sprint PCS, T-Mobile, U.S. Cellular, United Wireless, Verizon Wireless, Virgin Mobile, and West Central Wireless.

Message and data rates may apply.

Apple Bank Member FDIC

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