



## ONLINE BANKING SERVICES AGREEMENT

This Online Banking Services Agreement (“Agreement”) governs your rights and obligations as a User of Online Banking (“Online Banking” or “OB”), Bill Payment, Personal Financial Management Tools (PFM), internal transfer, external funds transfer, Mobile Banking, mobile remote deposit capture (“mRDC”), Text Banking, and other Services within Online Banking (collectively, “Services”). It also describes the rights and obligations of Apple Bank (or Bank), a New York state-chartered savings bank. Please read this Agreement and keep a copy for your records. Definitions and abbreviations appear in Section XVIII. This Agreement incorporates by reference the Bank’s deposit account rules and regulations contained in About Your Apple Account and other documents received at account opening.

By requesting access to, or using the Services, you agree to comply with, and be bound by, this Agreement, any Addenda thereto, applicable law and regulations, the Operating Rules and Guidelines of NACHA, The Electronic Payments Association (NACHA) and the Bank’s rules, regulations, policies and procedures, including amendments made from time to time (Rules). In addition, by establishing an Online Profile, and/or by enrolling or using the Services, you affirmatively consent to receive this Agreement and any other disclosures, records, notices and other communications related to the Services in digital or electronic form. Your right to withdraw such consent, the process for withdrawal, and its consequences are detailed in Section XIV.

You agree to take reasonable precautions to safeguard your User ID and Password. You are not permitted to authorize third-parties to access the Services, and will not knowingly allow third parties to conduct transactions on your behalf, unless permitted by the Bank for certain account types. If you improperly authorize an individual to take action on your behalf, even if that individual exceeds his/her authorization, you will be liable for all actions taken by that individual, as permitted by applicable law. If your account is linked to one or more joint accounts, we may act on the oral, written, or electronic instructions of any authorized signed regarding your services for those accounts. Each person on a joint account will be liable for all transactions that are made on that account by all other joint account holders of the account.

You warrant that you: (1) are over the age of 18 unless permitted by the Bank for certain account types and all information you provide to us is, and shall continue to be, true, correct and complete, (2) will not impersonate anyone or use any name or personal information belonging to another, (3) will not use the Services for any unlawful or prohibited purpose (e.g., internet gambling), (4) will not copy, store, use, recreate, modify or interfere with any intellectual property and related rights of the Bank or any of the Bank’s Third-Party Providers, including, but not limited to, rights related to trademarks, service marks and copyrights (IP), (5) will not use the Services in any way that could damage, disable, overburden, or impair or interfere with another’s use and enjoyment, and (6) can access this Agreement in electronic form.

### I. ONLINE BANKING SERVICES OVERVIEW

- A. Account Access You may access or view your Eligible Account(s) through the Online Banking (OB) Service. Upon your Initial Login to the OB Service you will receive a Secure Access Code (SAC), a randomly generated one-time multi-factor authentication code used as an enhanced security

measure intended to further confirm your identity as the true User or Authorized Person having authority to access the Service. The SAC will be delivered to you through an email or phone call, or as a text message to your cell number (message and data rates may apply).

Upon Enrollment in the Bill Payment Service, at least one open account that is Eligible Account must be selected to be used for payments. Upon Enrollment in the External Funds Transfer Service, any External Account(s) you choose to link to your Online Profile must be owned or controlled by you. Accounts registered through the PFM Service must also be in like titled ownership.

If you or we close your account, after the date of closure, you will only be able to access Online Banking for six (6) months to view your available account statements, with such access time subject to reduction in the Bank's sole discretion.

#### B. Personal Financial Management (PFM) Service

The PFM Service allows you to view your accounts held at multiple U.S. financial institutions (FIs), from within the OB Service. You can consolidate, organize, and present certain information from your accounts at the Bank and other FIs, brokerages, credit card providers, billers and other sources of financial information. The PFM Service includes the following features: transaction categorization, account aggregation, data visualization, budgeting, cleansed transaction descriptions and widgets.

To provide the features included in the PFM Service we must access third-party Web sites and databases containing your financial account information. For each of your registered accounts at other FIs, you will need to provide your User ID, Password, account number and/or personal information number (PIN), Secure Access Code (SAC) or other Login Credentials for those accounts before information could be retrieved by the PFM Service. You agree that information within the OB Service that you obtain through the PFM Service may be utilized by the Bank for internal review, marketing, or for other purposes, as permitted by Apple Bank's Privacy Policy.

#### C. External Funds Transfer

Upon enrollment, and registration of accounts, you may use our External Funds Transfer Service. To Enroll, register and use the External Funds Transfer Service, you must link each External Account at another FI to your Apple Bank account on OB. See the External Funds Transfer Service Addendum for further details.

#### D. Bill Payment Service

The Bill Payment Service allows you to set up Bill Payees and schedule one-time, future or recurring payment. For further details, see, Section III below.

#### E. Internal Transfers

You are able to conduct internal funds transfers among your Eligible Accounts at Apple Bank through the OB Service, with certain limitations. For instance, retirement accounts (e.g., IRAs, QRPs, etc.) and certain accounts held in a fiduciary capacity may not be Eligible Accounts for internal transfers.

#### F. Mobile Banking

OB Users can access most Service features through a mobile device, smart phone, personal digital assistant, tablet or other hand held device (Mobile Device) using a mobile web browser or the Bank's mobile banking application available for download at the Apple iTunes Store or at Google Play. NOTE: Mobile carrier text and data fees may apply. In addition, Mobile Banking App users may make checks deposit using their mobile device upon enrollment and agreement to the mRDC service described below.

#### G. Authentication

The Bank verifies the identity of each User of the Mobile Banking application through various security measures, including, but not limited to, multi-factor authentication, layered security measures, Touch Authentication, Face ID, face recognition functionality, and/or other accepted biometric identification methods. You agree that these security and identification methods are commercially reasonable and appropriate for you.

#### H. Text Banking & Push Notifications

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, without the formal Login process, through your registered Mobile Device. Mobile carrier message and data fees may apply. Users may opt out of or disable the Text Banking feature at any time within the application. For further details, see the Text Banking Service Addendum.

In addition, Users may enable push notifications through their mobile device to receive messages regarding their Bank account(s).

#### I. Mobile Remote Deposit Capture Service (mRDC Service)

The mRDC Service is available upon separate Enrollment, and upon agreement to the mRDC terms and conditions. The mRDC Service permits Users to use the camera on their Mobile Device to electronically capture and transmit an image of each paper check and deposit them to their accounts at the Bank. For further details, see the mRDC Service Addendum.

#### J. Customer Identification & Verification

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all FIs to obtain, verify, and record information that identifies each person who

opens an account. What this means for you: when you open a new account or enroll in any of the Services, we reserve the right to ask for your name, address, date of birth, social security number, department of motor vehicles license registration number and state, and other information that will allow us to identify you.

Credit reporting agency and government database information may be utilized in verifying your identity. By clicking on the "I Accept" button (or any other similar button) and submitting the OB and/or related Services applications, you consent and authorize the Bank and its Third-Party Providers, and their subsidiaries, affiliates, to access your credit report and government database information in accordance with the Fair Credit Reporting Act (FCRA) and other applicable law, for purposes of ascertaining your identity, determining eligibility and using it to enable you to enroll, access and use the Service. The requested information may include non-public personal information about you and concern your property, finances or credit. The Bank and/or its Third Party Providers may also require you to take additional steps to verify your identity, which may include:

1. security questions that must be satisfactorily answered,
2. verification of a micro-deposit to External Accounts,
3. live Login in real time to access your account(s) on the website(s) of another FI, and/or
4. submitting written proof of account ownership.

Only customers whose identity has been adequately verified pursuant to the Bank's policies and procedures, qualify to Enroll, register, activate and/or use of OB or any of its Services.

#### K. Power of Attorney

Upon application for OB Access and approval by the Bank if all criteria are met, a duly appointed attorney-in-fact (Agent) may be recognized as an Authorized User of one or more Services having the requisite legal authority to perform services on behalf of the Principal. A separate Agent Online Profile must be set-up in our system apart from the Principal's Online Profile.

Should Agent also be (or become) an Apple Bank account holder, he/she agrees that his/her own Online Profile, User ID and password must be used for those purposes. The Agent further promises that actions performed in that capacity, i.e., as a fiduciary for the Principal under the Power of Attorney, will be kept separate and apart from those of the individual; there can be no commingling of funds.

## II. PAPERLESS DELIVERY OF STATEMENTS (E-STATEMENTS); NOTICES OF CHANGE; UPDATING EMAIL ADDRESSES

### A. e-Statements

Through enrollment in Online Banking, you agree to the electronic delivery of periodic account statements through e-Statements and, therefore, will not receive paper statements by mail.

The paperless delivery of e-Statements will occur through secure posting in Online Banking (monthly, quarterly, or bi-annually depending on the Account type and activity). Upon such posting, delivery of e-Statements is considered complete.

In most cases, if you do not want to continue receiving paperless statements you may de-enroll from using the OB Service, by requesting to discontinue paperless delivery, on a per account basis. However, if you currently have combined statement accounts for e-Statement delivery, please visit an Apple Bank branch location or contact CustomerLine to change your account statement combinations preference. You may change e-Statement delivery preference in the OB Service.

#### B. e-Delivery of Notices

Through enrollment in Online Banking, the Bank reserves the right to provide you with the following documents electronically: (A) Notices of Change(s) regarding agreements, terms, conditions and disclosures for your Eligible Account(s) and the Services, as well as (B) Notices of Renewal of CDs. Electronic delivery of notices may be made via email to your email address on record with the Bank or through Online Banking.

#### C. Update Email Address

You represent that the email you provided us is valid and current. You must keep your email current to ensure timely communications with us about your account. Communications may relate to important security matters [e.g. Password changes, User ID changes.] and legally required notices regarding your account. Email changes will be effective when processed by us.

Please review Section XIV of this Agreement for additional information about your rights under the Electronic Signatures in Global and National Commerce Act (E-SIGN Act).

### III. BILL PAYMENT SERVICE

#### A. Description of Service

The Bill Payment Service allows you to direct payments from your Payment Account, on a one-time or periodic (recurring) basis, to payees that you designate, subject to conditions of this Agreement and any agreement with the Third Party Provider of the Bill Payment Service. There is no monthly service fee for the Bill Payment Service.

Bill Payments are:

1. scheduled and made through Payment Instructions given by you,
2. deducted from the Payment Account,
3. and payable in U.S. dollars to a payee located in the continental United States. With certain limitations, you can make payments to businesses or individuals

#### B. Prohibited Payments

The Bank reserves the right to restrict payees to whom payments may be made using the Bill Payment Service. You may not use the Bill Payment Service to settle securities purchases, or to make payments to interest bearing accounts, tax payments or court ordered payments. The sole responsibility for making any such payment(s) if they are delayed or are processed or credited improperly for any reason will be yours. Among others, we will not process payments meeting the following criteria:

- Designated by the Office of Foreign Asset Control as being payable to a prohibited payee
- Having an address outside the United States (except for APO)
- Court ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies
- Payments prohibited under the Unlawful Internet Gambling Enforcement Act (UIGEA), 31 U.S.C. 5361 et. seq.

If a payment to a prohibited payee is inadvertently processed, the Payment Guarantee outlined below does not apply to that payment, and we reserve the right to not process future payments to that payee.

#### C. Bill Payment Limits

Standard. You may not schedule any individual Bill Payment in an amount greater than \$15,000.00 and, in the aggregate on any one (1) business day, more than \$50,000.00.

Commercial. Bill Payment for commercial customers may not exceed \$25,000.00 per transaction, nor, in the aggregate on any one business day, more than \$100,000.00.

Bill payment limit amounts are subject to change at the Bank's discretion.

#### D. Order of Payments

On any Send On Date, Bill Payments will be processed pursuant to your Payment Instructions. FIS Global may process your Payment Instructions in one of two ways:

- as checks drawn against your Account, or
- as items processed electronically through EFTs.

For Bill Payments processed through EFTs, FIS Global will post an electronic debit against your Account on the Send On Date, in the Payment Amount, for each scheduled Bill Payment. For those processed as checks against your Account, the item will be paid in the order received by the Bank.

For general information pertaining to ACH/EFT & Check Payment Order, please refer to the About Your Apple Bank Accounts rules and regulation and your Account Disclosure.

#### E. Payment Instructions

Your Payment Instructions must be accurate, and your account must have sufficient available funds on each scheduled Send-On Date to fund the cost of each item to be paid. You may elect to schedule payments to recur in the same amount at regular intervals. If you attempt to initiate a Scheduled Payment Date that falls on a non-business day (i.e. Saturday, Sunday or legal holiday), an alternate available date will be offered for you to select as the Send On Date. Funds are withdrawn differently from the Payment Account depending on how payment is made. If payment is made via ACH, funds are withdrawn on the send on date. If payment is made by mailed check, funds are withdrawn when the mailed check is presented to the Bank for payment. You must maintain sufficient available funds in your Payment Account to cover any check issued through the Bill Payment Service.

#### F. Scheduling Payments

When scheduling Bill Payments, be sure to provide enough time between the delivery by date and the due date of your bill. Payments to electronic merchants (Payees) must be scheduled two (2) Business Days before the payment due date. For merchants that cannot accept electronic payments must be scheduled at least five (5) business days before the due date. For further information about Scheduling Bill Payments, go to the Bill Pay Tab during your OB session and click on the Help button.

#### G. Send-On Date vs. Deliver By Date

The Send-On date is the date we will attempt to deduct the payment from your Payment Account. If the attempt fails because of insufficient funds in your Payment Account you are solely responsible to reschedule the Bill Payment (which could not occur), make alternative arrangements to fund and make the Payment, or to reimburse the Bank if payment has been made, as applicable. You will also incur a fee of \$35.00 for Insufficient Funds as set forth in Maintenance and Service Charges in the Account Disclosures you receive at the time of account opening.

If you schedule a payment with the Send-On Date as the current date, you must have sufficient available funds in your account at the time the payment is scheduled. If you schedule a payment with the Send-On Date in the future (and Payment Instruction will be stored), you must have sufficient available funds in your account when we attempt the deduction.

The Deliver-By date is the date that you can expect the payee to receive your payment. The Deliver By date for your payment should be no later than the due date the payee has indicated for the payment.

#### H. Customer Drafts. If a payee cannot accept ACH, the Bill Payment Service will send a draft drawn against your account, which may take up to seven (7) Business Days.

I. Adding Payees. When you add a new payee, it may take two (2) Business Days to finalize the setup of a new payee. Therefore, you should schedule any payment to a new payee no later than four (4) Business Days before the next anticipated due date [i.e. as provided by agreement with the payee (ignoring any grace period) or as shown on its statement/invoice], to allow adequate time to set up the payee and verify information about your Account with the payee.

J. Payment Guarantee

If a properly scheduled electronic payment is not received and posted on time by the payee, FIS Global will attempt to remove any late fees or assessed finance charges. Finance charges are calculated based on your payment amount rather than your entire balance. If the payee is unwilling or unable to remove them, FIS Global will pay the fees and finance charges directly to the payee. In addition, FIS Global will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating.

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. You scheduled the payment to be delivered on or before the due date of your bill, excluding any grace periods.
2. The payment was not made to a prohibited or excluded payee(s) (see below):
  - Payments to payees outside of the United States Payments
  - Payments to payees located in the Armed Forces Postal Codes, such as AE & AP
  - Payments that failed due to insufficient funds or other reasons
  - Payments to settle securities transactions
  - Payments to payoff special or delayed financing for purchases
  - Court-ordered payments such as alimony, child support, speeding tickets, etc.
  - Payments to credit counseling agencies who pay creditors on your behalf
  - Payments to Tax agencies
  - Payments to collection agencies
  - Payments prohibited under the Unlawful Internet Gambling Enforcement Act (UIGEA), 31 U.S.C. 5361 et. seq.
3. The information you supplied is correct (i.e. the payee name and address; your name and account number as it appears on the payee's records).
4. Your Payment Account had sufficient funds during our first deduction attempt on the Send On date.

FIS Global will only be responsible for the direct fees or finance charges associated with the late payment. It will not be responsible for consequential damages that might arise from the late payment.

K. No Duty to Monitor Payments; Bank Liability. The Bank is only responsible for gross negligence or willful misconduct in the processing and sending of payments upon your authorization (see



also, Sections IV and XI, herein). In no event will the Bank be liable for monetary damages you incur because of:

- Insufficient available or collected funds in your Payment Account to make the payment on the processing date.
- Delays in mail delivery.
- Changes to the payee's address or account number (unless the Bank has been advised sufficiently in advance of the change to timely process the payment).
- The failure of any payee to correctly account for or credit payment(s) in a timely manner, or
- Any other circumstance beyond the reasonable control of the Bank.

If your Payment Account does not have available funds sufficient to make a payment as of the date the payment is debited to your Account, we may block the Bill Payment Service until the Payment Account has sufficient funds. In such an event, the Bank may attempt to notify you by e-mail or U.S. Postal Mail, but it will have no liability to you if it cannot complete a payment because there are insufficient funds in your Payment Account to process it. You will also incur a fee of \$35.00 for Insufficient or Uncollected Funds as set forth in Maintenance and Service Charges in the Account Disclosures you receive at the time of account opening.

You are solely responsible to contact the Bank at (914) 902-2775 to make alternate arrangements or to reschedule any payment not processed. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

- L. **Cancel or Change Payment Instructions.** You may cancel or change an outstanding Bill Payment using the Service by contacting us on the Business Day before the Business Day that the processing of the transaction is scheduled to be initiated, i.e. the Send-On Date. If you ask us to cancel a Check payment after it has been issued, we may charge you a stop payment fee. Oral stop payment orders will only be effective for a period of fourteen (14) days. You must confirm any oral stop payment order in a signed writing before that time elapses. After six (6) months, any confirmed stop payment order will terminate and must be renewed in writing to continue in effect. The Bank may pay any item presented following the lapse of any stop payment order.

The Bank may cancel a Bill Payment in good faith if we believe it might be fraudulent. In such an event, the Bank will attempt to contact you to inform you.

You may cancel a recurring transaction by verbal or written instruction no later than three (3) Business Days before the Send-On date of the transaction by contacting CustomerLine at the address or phone number listed below, or via the Bill Payment Service (see Section IV. C.). If you call, CustomerLine will be authorized to act on your instructions once it has authenticated your identity through the Bank's internal procedures. The Bank may also require you to put your request in writing and provide it to us within 14 days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream.

- M. Multiple Person Bill Payment Accounts. If more than one person has access to a Payment Account, each one may individually enroll in the Bill Payment Service. Each person needs a unique Password. An individual may terminate her/his Enrollment in the Bill Payment Service without affecting the Service for any other person Enrolled in that Payment Account.

#### IV. CONSUMER ELECTRONIC FUNDS TRANSFER (EFT) PROVISIONS

- A. Scope. These provisions apply to any EFT conducted through the OB, Bill Payment, internal transfer, External Funds Transfer, Mobile Banking, or Text Banking, 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), and 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 Electronic Funds Transfer Act and CFPB Regulation E 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. For purposes of this section, Apple Bank's Business Days are any day other than a Saturday, Sunday or legal bank holiday.
- B. Your Liability. The rules set forth below determine your liability for any unauthorized EFT or any series of related unauthorized EFTs:
1. If you permit other persons (i.e. Authorized Persons) to use your User ID, Password or other Login Credentials for access to OB, PFM Bill Payment, internal transfer, External Funds Transfer, Mobile Banking, mRDC, Text Banking, or other Service(s) hereunder, you are responsible for any Account access, activity, transfers or transactions they make, schedule, initiate, perform, authorize or direct, as permitted by applicable law.
  2. Notify us immediately if you believe your User ID, Password or other Login Credentials are lost, stolen or known to someone other than yourself, and/or you believe that someone has effected (or may effect) an unauthorized EFT (e.g. an electronic funds transfer money from any of your accounts or External Accounts; a payment from your Payment Account; or a P2P money transfer without permission, etc.). Calling us is the best way of keeping your possible losses to a minimum.
  3. Call the Bank immediately at (914) 902-2775 if you suspect any unauthorized or fraudulent activity on your Account. For 24 hour/day reporting of lost or stolen cards, select option 8.
  4. If your periodic statement shows any EFT transaction that you did not make, tell us immediately. If you do not notify us within sixty (60) days of transmittal of the first statement showing one, you may not get back any monies you have lost after the sixty (60) days, if we can prove that we could have stopped someone from effecting the unauthorized EFT transaction(s) if you had told us in time. Our liability cannot exceed

the amount of the unauthorized EFTs that occurred within the 60-day period. If an exception (such as a long trip or a hospital stay) was the reason that you did not know of the loss, theft or compromise of your Password, we may extend the time, in our discretion.

We will notify you with the results of the investigation within ten (10) Business Days after we hear from you and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate a complaint or a question related to a transaction. If this occurs, we will credit your Account within 10 Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If an alleged error involves an EFT outside a state or territory or possession of the United States, the applicable time periods for action by us are twenty (20) Business Days (instead of 10) and ninety-(90) calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three (3) Business Days after the investigation is complete. You may request copies of the documents that were used in the investigation.

These limits on your possible liability for losses due to unauthorized EFT activity on your Accounts or Payment Account may not apply, to the extent permitted by law, if the Bank determines that you participated in fraudulent conduct in the handling of your User ID, Password, or other Login Credentials.

You may notify the Bank verbally, by telephone, through online banking or in writing. Notification by general e-mail to report an unauthorized transaction is not secure and, therefore, not advised.

- C. Errors, Omissions or Questions. If you believe there are errors or omissions on your periodic statement, an EFT receipt or confirmation, or if you have any questions regarding your OB, internal transfer, Bill Payment, Mobile Banking, or external funds transfer Services or transactions:

Call CustomerLine, at (914) 902-2775, use the OB Service to submit a dispute, as available and applicable.

Or write us at:

Apple Bank  
c/o CustomerLine  
900 Stewart Ave Suite 605  
Garden City, NY 11530

For questions related to specific transactions which you believe may not have been authorized please call our Dispute Intake team at (800)-216-6985.

We must hear from you at the telephone number or address, listed above, no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and Account number;
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information; and
3. The dollar amount of the suspected error and date on which it occurred

V. NO HANDWRITTEN SIGNATURES ARE REQUIRED

When your use of any of the Services generates a payment item(s), fee(s) or charge(s) against your Account, you agree that we may debit your Payment Account or other Account without requiring a physical signature on the item or other instruction. The mere use of your User ID and Password is legally sufficient for such purposes.

VI. ELECTRONIC MAIL (E-MAIL)

You may not use or rely on e-mail messaging, including our secure messaging system, to report a claimed error or an unauthorized or disputed transaction from one of your Accounts, or if you need to stop a payment that is scheduled

NOTE: Do not send any sensitive or private information (e.g. SSN, account number, account information, User ID, Password or other Login Credentials etc.) to the Bank via any Contact Us form on the Apple Bank Website, or any general or public e-mail messaging system.

You should ONLY provide private or sensitive information to the Bank when it is encrypted (through SSL) or sent directly and SECURELY. This can be done through the OB Service, following the instructions and prompts.

Update Email Address. It is very important that you provide and keep your email address on file with us current. See Section II. (3), above.

VII. PROFILE LINKS

Together, your tax identification number (TIN or SSN) and designated customer profile will determine which Eligible Accounts may be linked. Consequently, you or an Authorized Person, if permitted by the Bank, could view all your linked Accounts, including joint, custodial (e.g. UTMA accounts), retirement accounts (e.g. IRAs; QRPs) or certain business accounts (e.g. sole proprietorship). However, access to such accounts for certain transactional purposes (e.g. Bill Payments, EFTs, Text Banking, etc.) may be prohibited.

Whenever any of the Linked Accounts that you register under any of the Services is a joint account, your use of the Services shall be deemed to confirm that your joint account holder(s) has or have consented and authorize you to use the Services. We will end your use of the Services if any joint account holder notifies us that (i) they never consented to your use of the Services, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

VIII. OTHER ACCOUNTS

If you are a business, fiduciary or other entity, any User of any of the Services, directly or through an Authorized Person, on such terms, conditions and agreements as we may require, shall be and hereby is authorized to:

- Enter into this Agreement and any Addenda thereto, as amended from time to time;
- Access each of your Accounts as are available through the Services for viewing; and
- Use Online Banking for any purpose available through the Services as set by the administrator of the Business Account and as permitted by the Bank.

#### IX. TERM AND TERMINATION

- A. Term. This Agreement will become effective upon enrollment or access to the Services and shall remain in full force and effect until termination, as follows:
- B. Termination for Cause. We may immediately terminate any or all the Services without prior notice to you, in the Bank's sole discretion, for reasons including, but not limited to:
1. Do not pay when due any required fee(s); or
  2. Do not comply with the agreement(s) governing your Accounts;
  3. The Accounts are not maintained in good standing; or
  4. Unauthorized use or suspicious account activity.
- C. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment Services are terminated, any pre-scheduled Bill Payments may also be cancelled. You may notify the Bank of your intention to terminate by any of the following methods:
- By sending a request to the Bank through the secure messaging center of the OB Service
  - By calling CustomerLine at (914) 902-2775
  - By writing a letter and either sending it to the following address: Digital Banking Services, c/o Apple Bank, 900 Stewart Ave Suite 605, Garden City, NY 11510, or giving it to a Customer Service Representative at any of the Bank's locations.
- The Bank may terminate any of the Services for its convenience, in its discretion, at any time and for any reason. If it does, it will attempt to notify you in advance, but is not obliged to do so.
- D. Termination for Inactivity. If you do not: (A) Log In to your Online Account, or (B) schedule and effect any transaction(s) on your Payment Account during any consecutive 365 day period, we may purge your Online Profile. If the Bank considers them inactive, you will need to re-register an Online Profile.

#### X. FEES

OB Fees. The Bank offers you the regular benefits and convenience of OB, Bill Payment and External Funds Transfer Services with no monthly Maintenance Charge. The standard fees and charges applicable to your Accounts, as set forth in Maintenance and Service Charges, continue

to apply. Maintenance and Service Charges specifically associated with any account are set forth in the Account Disclosures you receive at the time of account opening.

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

- 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. IMPORTANT: Upon successful Login to the Services by anyone using your User ID, Password, other Login Credentials or any other authentication control, the Bank and its Third Party Providers may rely and act upon any information and/or instructions received.
- C. In the event of any unauthorized use of your Login Credentials or personal information, you will be liable for the resulting losses, as permitted by applicable law, unless you provide the Bank with prompt notice of the theft, loss, misappropriation or possible breach of your Password or any of your Login Credentials and, notwithstanding such notice, the Bank or its Third-Party Providers (defined at Section XVIII) mishandle your notification and request to block any further use of the Services as a result of gross negligence, willful misconduct or breach of an explicit representation or warranty set forth herein.
- D. The Bank and its Third Party Providers (as defined herein), and their subsidiaries and affiliates may rely on the information you provide through OB, PFM, Bill Payment, External Funds Transfer, Mobile Banking, mRDC, or Text Banking Services.
- E. The Bank and Third-Party Providers will not be liable to you for delays or any failure to provide uninterrupted access to OB, Bill Payment, PFM, External Funds Transfer, Mobile Banking, mRDC, Text Banking, or other Services or Accounts. Unless otherwise required by law, we and they are only responsible to perform Services as described in this Agreement or the Addenda thereto. We and they may ONLY be liable for the actual amount of direct loss or damage that you sustain that directly results from gross negligence, willful misconduct or the breach of an explicit representation or warranty set forth herein.
- F. Regarding Bill Payment Services, FIS Global may be liable to you pursuant to its Payment Guarantee (see Section III. J., above).
- G. In addition, we and they will not be liable to you in the following instances:
  - 1. If you provide incorrect, misleading, incomplete or unauthorized information, or withhold any required information, regarding any of the Services provided pursuant to this Agreement or Addenda thereto.
  - 2. If through no fault of the Bank, you do not have sufficient available funds in your Account(s), Payment Account and/or External Account(s) to make or fund a scheduled Bill Payment, an External Funds Transfer, or a Text Banking transfer.
  - 3. If the OB technology platform temporarily fails and/or any one or more of the Services, your operating system or software is not functioning properly at the time you access them or attempt to initiate a transaction.
  - 4. If any FI holding your External Account(s), Third-Party Provider or an ACH Operator or network provider mishandles, prevents or otherwise delays the processing or posting of any Bill Payment, External Funds Transfer, Text Banking or P2P transfer, except as otherwise provided for herein.

5. If circumstances beyond the control of the Bank and/or Third-Party Providers (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents an EFT transfer or other Bill Payment transaction from occurring despite reasonable precautions that we have taken.
6. If there is an administrative hold on your Account(s), Payment Account or External Account(s) (e.g., if access to or use of them is blocked in accordance with the Bank's Rules, NACHA Rules or other FI rules, applicable law or regulations).
7. If there is an outstanding item of legal process resulting in a hold against your Account(s), Payment Account or External Account(s) including, but not limited to, restraining notice, execution, sheriffs or marshals levy, IRS Notices of Levy, NYS Tax Compliance Levy, Levy by execution, Court Ordered restraint, attachment, warrant or seizure notices, etc.).
8. If your funds are subject to a legal proceeding, injunction, lien or other encumbrance restricting a Bill Payment, External Funds Transfer, Text Banking or P2P transfer.
9. If your Bill Payment, EFT, Text Banking or P2P transfer authorization terminates by operation of law.
10. If you believe someone has accessed one of your Accounts, Payment Account or External Accounts without your permission and you fail to IMMEDIATELY notify the Bank (and any affected third-party FI in an external funds transfer).
11. If you have not properly followed the instructions on how to make an External Funds Transfer, or to schedule or make a Bill Payment, mobile remote deposit (mRDC) or Text Banking.
12. If you provide erroneous, misleading, incomplete or unauthorized information or instructions to or withhold correct information from the Bank, Q2, FIS Global, MX, Ensenta, , IDology or their subsidiaries, affiliates or third-party vendors or processing agents (Third-Party Providers).
13. If we receive and act upon erroneous, misleading, incomplete or unauthorized or instructions including, but not limited to, name(s), dollar amount(s), account numbers, ABA bank routing numbers, email addresses, phone numbers, etc.
14. If we have a reasonable basis for believing that unauthorized use of your User IDs, Passwords, Login Credentials, Secure Access Codes, one-time passwords, Account(s) or any of the Services has occurred, are threatened or may be occurring
15. If you default under this Agreement, any Addenda thereto or other agreements with us, or
16. If you or we terminate this Agreement.

THE FOREGOING SHALL CONSTITUTE THE BANK'S AND THIRD-PARTY PROVIDERS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE OR THEY HAVE ANY LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR ADDENDA THERETO.

NO WARRANTIES. THE BANK AND THIRD-PARTY PROVIDERS DISCLAIM ANY LIABILITY FOR ERRORS AND OMISSIONS CONTAINED IN THE CONTENT OF, OR DISPLAYED BY MEANS OF, THE

WEBSITE. ALSO, THEY DO NOT WARRANT THE ACCURACY, COMPLETENESS OR ADEQUACY OF SUCH INFORMATION.

THE ONLINE BANKING, PFM, BILL PAYMENT, EXTERNAL FUNDS TRANSFER, MOBILE BANKING, mRDC, TEXT BANKING SERVICES ARE PROVIDED TO YOU ON AN AS IS, AS AVAILABLE BASIS. EXCEPT AS SET FORTH HEREIN, THE BANK AND THIRD-PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE, OR WARRANTY OF NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

THE BANK AND THIRD-PARTY PROVIDERS MAKE NO WARRANTY REGARDING LINKS TO THIRD-PARTY WEBSITES OR THIRD-PARTY PROVIDED SOFTWARE. USE OF OR ACCESS TO SUCH WEBSITES, THIRD-PARTY LINKS AND SOFTWARE IS DONE SO ENTIRELY AT YOUR OWN RISK.

- H. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, our officers, employees and agents harmless against any third-party claim, demand, loss, action, suit, or other proceeding, costs and expenses related to or arising from your use of OB, Bill Payment, PFM, External Funds Transfer, Mobile Banking, mRDC, Text Banking, or other Services available now or hereafter.
- I. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or the failure(s) of Q2 Software, Inc. (Q2), Fidelity National Information Services, Inc. (FIS Global), MX Technologies, Inc. (MX), Ensenta Corporation (Ensenta), IDology, Inc. (IDology) or any of their processing agent(s), or those of any Internet browser provider, or any Internet Service Provider. Nor will we be liable to you or any third-party for any direct, indirect, special or consequential damages resulting from your access/lack of access or use of the OB, PFM, Bill Payment, External Funds Transfer, Mobile Banking, mRDC, Text Banking Services or your Accounts.
- J. Virus Protection. The Bank is not responsible for any electronic virus, malware or spyware that you may encounter through use of the Services. We recommend that you routinely scan your Computer or Mobile Device using a current virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

## XII. HARDWARE & SYSTEM REQUIREMENTS; ACCESS TO SERVICES

### Hardware and System Requirements

To use the Services and to receive documents and information electronically you must have the following:

- Computer or Mobile Device with Internet access
- Software providing access to portable document format (PDF) files, e.g. Adobe Acrobat Reader (available for free downloading at <http://get.adobe.com/reader>)
- Current valid email address



- Mobile Device, with messaging and data capabilities, for Mobile Banking
- Computer or Mobile Device, with scanner or camera function, respectively, for mRDC purposes

An Operating System and Internet web browser that:

- Supports 128-bit secure socket layer (SSL) encryption;
- Has cookies enabled; and
- Is Java Script enabled
- The OB platform supports most commercially accepted Operating Systems and browser versions. From time to time we may conduct system upgrades. Should any of the system upgrades impair your ability to use the Services you will have the option to terminate your use of the Services. A list of the current supported browsers can be found at <https://www.applebank.com/AppleBank/media/Documents/PDFs/Apple-Bank-Browser-Compatibility-Guide.pdf>

Access to Services

To access the Services, use a computer or mobile device with an Internet/data connection that satisfies the hardware and software requirements above to log on with your User ID and Password.

### XIII. PROTECTING YOUR ONLINE SECURITY

To access or use any of the Services, you will need a User ID and Password and will need to satisfy other security and identification methods that we may require from time to time, such as multi-factor authentication (MFA) techniques, security questions, access codes, and layered security controls. You agree that these security and identification methods are commercially reasonable and appropriate for you.

When used with your User ID, your Password acts as your legal signature. You are solely responsible for keeping your User ID, Password and other Account and personal information (i.e. Login Credentials) strictly confidential.

When you access your Online Profile in public places or through a non-secure or public wireless network, you take on additional risks. In such circumstances, you should exercise extra caution. For additional security tips, please visit Security Section of AppleBank.com.

Authorized Transactions:

You agree to safeguard your User ID, password, other security credentials, and your Account number(s). If you give someone your User ID, password and/or other security credentials, you are authorizing that person to use the Services in your name, and you are responsible for all transactions the person performs using your User ID and password. All transactions performed by that person, even those transactions you did not intend or want performed, are authorized transactions.

Unauthorized Logins:

In the event of unauthorized use of your User ID and Password, you may be liable for resulting losses, as permitted by applicable law, unless, following prompt notice of theft, loss or a possible breach of any of your Login Credentials, the Bank acts with gross negligence or willful misconduct in handling your request to block further use of the Services.

Although safeguards are in place, you, alone, are personally responsible for ensuring the security of your account. For tips on how to protect yourself against fraud and identity theft, please visit the Security Section of [AppleBank.com](http://AppleBank.com).

If you believe your Password or any other Login Credential has been lost or stolen, or if you suspect any fraudulent activity on your Account, call the Bank at (914) 902-2775.

Change your User ID and/or Password immediately if you have any reason to believe it has become known or available to persons without authority to access your Accounts.

#### Security Alerts; Optional Alerts

There are two kinds of Account alerts that can be sent to your phone or email. The first type is a Security Alert related to suspicious or potentially fraudulent activity on your Account. These may arise from the Bank's security and identification safeguards and you are automatically enrolled to receive such alerts. The second type of alert is a subscription alert, which the User may set up to provide specific Account information such as current balance or recent transactions to your account(s). Message and data rates may apply to text alerts.

To ensure you receive these alerts, it is very important that you provide and keep your phone number and email address on file with us current.

#### Transaction Security

We may limit certain transactions for security purposes. We may also require that you take additional security and verification measures in order to complete certain transactions.

## XIV. ELECTRONIC COMMUNICATIONS AND YOUR RIGHTS

This Section details your rights under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C., Section 7001, et. al. (E-Sign Act).

#### Types of Electronic Communications

Upon enrolling, accessing, or using the Services, you have consented to receive this Agreement, consumer disclosures required by law, and other records related to your account through electronic communications (ECs) unless otherwise not permitted by law. By way of example, but without limitation, we may send you the following documents through electronic communications: consumer disclosures, such as Account Disclosure Statements, periodic statements, annual statements, and notices (e.g. notices of changes in terms, renewal notices, etc.).

Scope of Consent. Your consent to receive documents and notices through ECs applies to all Eligible Accounts and Services accessible by you through the OB, Bill Payment, PFM, internal transfers, external funds transfer, Mobile Banking, mRDC, or Text Banking Services.

Bill Payment or Activity. If you enroll in Bill Payment or External Funds Transfer, your activity using such Services will be reflected on your periodic statements.

Withdrawal. You may withdraw your consent to receive ECs by notifying the Bank in writing at:  
Digital Banking Services  
c/o Apple Bank  
900 Stewart Ave Suite 605  
Garden City NY 11530

Consequences of Withdrawal. The Bank will not assess a fee if your withdrawal is due to a material change in the Bank's System or Software requirements. Following withdrawal of your consent, you will not be able to access the Services. Withdrawal could result in (A) cancellation or non-payment of one or more scheduled Bill Payments, External Funds Transfer, or Text Banking Services, and (B) the imposition of third-party fees.

Contact Information. Whenever you change your email address or other contact information you must promptly update your information with the Bank so we can continue to communicate with you in a timely manner. Requesting a change can be initiated to this information can be done securely through OB by sending us a secured message or by visiting a branch.

Obtaining Paper Copies. You may obtain paper copies of documents you access through the Services. You may:

- a. print them from the Computer screen or Mobile Device when establishing or using the Services,
- b. go to [www.applebank.com](http://www.applebank.com), locate and print the document,
- c. send a written request to CustomerLine (as set forth above, under Withdrawal) identifying the necessary records, or
- d. come to any branch and request a paper copy.

A request for a paper copy may be subject to a fee.

## XV. ENHANCEMENTS TO SERVICES

The Bank may add new or modify Services, their functionality, features or the capabilities of OB, Bill Payment, internal transfers, External Funds Transfer, PFM, Mobile Banking, mRDC, and Text Banking Services (Enhancements). If we do, you will be apprised of material changes in terms and conditions. Thereafter, if you do not terminate the agreement(s) and continue to use the affected Service(s) you will be deemed to have confirmed your acceptance of those new terms and conditions. All other terms and conditions of this Agreement and Rules, as amended, will continue to apply.

## XVI. GENERAL TERMS AND CONDITIONS

The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three (3) days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law.

We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

Unless otherwise required by applicable law, any disclosures, notices or written communications to be given pursuant to this Agreement may be sent to you electronically (i.e. through ECs).

We will only disclose information to third parties about your Accounts, accounts at other FIs and EFT transfers that you make under the following circumstances:

- When necessary to perform or complete requested other transactions and for the provision, generally, of OB, PFM Services, Bill Payments, External Funds Transfer, Mobile Banking, mRDC, and/or Text Banking Services.
- When necessary to resolve claimed errors or other questions involving your Online Profile, Eligible Accounts or any of the Services, as mentioned above.
- To verify the existence and condition of your Account for a third party, such as a credit bureau or a merchant.
- To comply with government or court orders, legal process (e.g. subpoena) or other reporting requirements.
- If you give us or the person asking for information your permission.
- To Bank affiliated companies, as permitted under the Bank's Privacy Policy.

Disclosure of Information to Q2, PFM, FIS Global, Ensenta, IDology, Inc. and/or any processing agent(s). If you enroll in for or use OB, PFM, Bill Payment, External Funds Transfer, mRDC, or Text Banking Services, you may be subject to the separate Privacy policies, of Q2, PFM, FIS Global, PNC Bank, Ensenta Corporation (Ensenta, IDology, Inc. (IDology) and/or any of their subsidiaries, affiliates or processing agent(s).

Governing Law, Jurisdiction and Venue. The laws of the State of New York law shall govern this agreement, any Addenda thereto and the Account relationships created and the Services furnished thereunder, without regard to conflicts of law provisions thereof.

By creating a User ID and Password, and/or by maintaining an Account that may be accessed hereunder through ECs, you agree that: (1) either the United States District Court for the

Southern District of New York or the Courts of the State of New York shall have exclusive jurisdiction over you and the Account, and (2) that proper venue for any action arising out of that relationship, respectively, shall be either in the Southern District of New York or in New York County. The depositor waives any objections to such jurisdiction or venue.

Severability. If any one or more terms, conditions or provisions of this Agreement or any of the Addenda thereto is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

## XVII. BINDING ARBITRATION AND WAIVER OF CLASS ACTION RIGHTS

### ARBITRATION AND CLASS ACTION WAIVER

THIS SECTION REQUIRES CLAIMS BE ARBITRATED AND FORBIDS CLASS ACTIONS UNLESS YOU EXERCISE YOUR RIGHT TO OPT OUT OF ARBITRATION BY MAIL WITHIN FORTY-FIVE (45) DAYS OF ACCEPTANCE OF THIS AGREEMENT. If at the time you open this Account you are a covered borrower under the Military Lending Act or you are a dependent of a covered member, this "Arbitration" section is not applicable to your Account.

### MANDATORY ARBITRATION

If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this part. If you do not opt out of this arbitration clause, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the same extent as court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a claim with claims of any other persons.

A "claim" or "dispute", as used in this Arbitration Agreement is any unresolved disagreement between you and us, arising from or relating to the Account Agreement or relationship between us, including disagreements related to services, the application for, approval, or use of Accounts, banking facilities, advertising, or mediums used for account access. Claims are subject to arbitration; regardless of what theory they are based, whether they seek legal or equitable remedies, or whether they are common law or statutory (federal or state) claims. However, this Arbitration clause is inapplicable to collections matters brought by us against you for monies owed to us.

The arbitration shall take place in the federal judicial district in which you reside, unless the parties agree to a different location in writing. The arbitrator will follow applicable substantive law to the extent it is consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. A judgment on the award may be entered by any court having jurisdiction. No arbitrator shall have authority to entertain any dispute on behalf of a person who is not a named party, nor have authority to make any award for the benefit of any person who is not a named party. The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear their own expense,

regardless of who prevails, but the arbitrator will have the authority to award fees and costs to the extent permitted by the Account Agreement, the forum's rules, or applicable law. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. Each arbitration, including the selection of the arbitrator(s) shall be administered by JAMS according to such forum's rules and procedures. You may obtain a copy of the arbitration rules by contacting JAMS at 1-800-352-5267 (toll-free) or Website: jamsadr.com. If you initiate the arbitration, you must notify us in writing at: Apple Bank, Legal Process Department, 122 East 42<sup>nd</sup> Street, New York, NY 10168. If we initiate arbitration, we will notify you in writing at your last known address in our file.

#### CLASS ACTION WAIVER

The Parties agree to give up any right they may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant. The Parties agree to give up any right to consolidate or join any arbitration proceeding with others. The Parties waive any right to seek or recover punitive and/or exemplary damages in any Dispute. No Arbitrator shall have the power or authority to award punitive and/or exemplary damages.

#### RIGHT TO OPT OUT

You may opt out of this Arbitration Agreement. To opt out, you must send us written notice of your decision within forty-five (45) days of the acceptance of this Agreement. Such notice must state that you wish to opt out of the Arbitration Agreement section of this Agreement, and must include your name, address, account name, account number and your signature, and must be mailed to: Apple Bank, Legal Process Department, 122 East 42<sup>nd</sup> Street, New York, NY 10168. This is the sole method by which you can opt out of this Arbitration Agreement. Exercising your right to opt-out will not affect the remaining terms of this Agreement and will not result in any adverse consequence to you. You agree that our business records will be conclusive evidence of whether you cancelled or opted out of this arbitration agreement appropriately.

If it is determined that any paragraph or provision in this arbitration clause is illegal, invalid, or unenforceable, the remainder of this arbitration clause shall continue in full force and effect as if the severed provision was not included.

#### WAIVER OF JURY TRIAL

I understand that if there is any litigation between us, we both agree to waive our right to a trial by jury.

#### XVIII. DEFINITIONS

The following definitions apply to this Agreement:

1. Account includes a deposit, credit or loan account maintained with Apple Bank and eligible for access through OB Services.
2. Apple Bank's Business Address is: Apple Bank, 122 East 42nd Street, New York, NY 10168.
3. Apple Bank's CustomerLine Service Phone Number is (914) 902-2775.
4. Apple Bank's Website is located at the following Uniform Resource Locator (URL): <http://www.applebank.com>.
5. "Authorized Person" refers to any person or Entity to whom you have given authority to access one or more the Services, individually or acting in any other authorized legal capacity.
6. Automated Clearing House or ACH refers to the electronic payments system through which you may:
  - A. initiate debits against or credits to your External Account(s) using external funds transfer, for purposes of making withdrawals from and deposits to your external Account(s),
  - B. make Bill Payments from your Payment Account
7. Bill Payment Service is the Service available for making or scheduling Bill Payments and may include e-Billing services.
8. Business Day is any day other than a Saturday, Sunday or legal bank holiday.
9. EC or Electronic Communication means an electronic delivery or exchange of information or messages that can be read as visual text and displayed on a Computer or Mobile Device occurring between you and the Bank. We may deliver any EC to you: (1) directly on a Computer screen or Mobile Device or (2) through web links (including non-by-passable web links), (3) email or text messaging, or (4) posting on the Apple Bank Website.
10. Electronic Funds Transfers (EFTs) are defined under the Electronic Funds Transfer Act, 15 U.S.C. Section 1693 et. seq. (Act) and Regulation E, 12 C.F.R. Part 1005 (Reg. E), and include, but are not limited to the following:
  - A. Transfer funds through debits or credits to or from your Eligible Accounts,
  - B. Direct and initiate payments through your Bill Payment Account,
  - C. Make Withdrawal Instructions (defined herein), or
  - D. Make ACH transfers through the external funds transfer Service (see External Funds Transfer Addendum to this Agreement) between your External and Eligible Account(s).
11. Electronic Signature is any action by you digitally or electronically that indicates your intent to be bound or your consent. Each use and submission of your User ID and Password:
  - i. acts as your legal signature,
  - ii. qualifies as an electronic signature under 15 U.S.C. 7006(5), and
  - iii. signifies your continued acceptance of
    - a. this Agreement and, if applicable,
    - b. your agreement(s) with any of the Third-Party Providers of Services referenced in this Agreement and any Addenda thereto.

12. Eligible Account(s) means any deposit or loan account at the Bank that the Bank has determined is suitable for and accessible to the Services. Currently, Eligible Accounts include credit, loan, line of credit, statement savings, checking, negotiable order of withdrawal (NOW), certificate of deposit (CD) or money market (MMA)

Ineligible accounts include those held in certain fiduciary capacities (e.g. by estate representatives, non-grantor trustees, guardians, etc.), subject to court order or activity restrictions (e.g. passbook accounts). You may not make EFTs to or from a credit card, co-operative loan or mortgage account.

13. Enhanced Login is a security feature enabling you to register your Computer(s) or Mobile Device(s) after verifying the Secure Access Code (SAC) furnished during your Initial Login from that device. The process uses cookies and other identifying information, so that you will not need to repeat the SAC verification process each time you login. For security purposes, non-registered Computers and Devices will require further information to verify the User's identity and authority to proceed.

14. Enrollment is the process through which you electronically enroll (or as otherwise permitted) and agree to the terms and conditions related to the Services. You Enroll by clicking: (1) I Accept at the end of each presented set of Terms & Conditions, signifying your assent, and (2) SUBMIT at the close of the registration page(s).

15. External Account is a transactional (i.e. checking or savings) account that, ordinarily, you maintain with a third-party U.S. FI and designate to associate and link with one or more of your Eligible Accounts, electronically via ACH, subject to transactions limitations (see External Funds Transfer Addendum; see also, Section I. C, above, External Funds Transfer Service)

16. Login Credentials may include, but are not limited to, User IDs, Passwords, email address(es), phone number(s), security questions and answers, Secure Access Codes, one-time passwords, device identifiers, etc.

17. "Online Profile" means any Eligible Account from which you may view or conduct transactions using a Service.

18. "Password" is the personal code you create and select for use during OB Log In and includes any code you create or select thereafter which, when used with your User ID, permits access to one or more of the Services. Each such Password supersedes those previously created by the Bank (for temporary use) or by you.

19. Payment Account is the checking account from which Bill Payments will be debited.



20. Payment Instruction is the information you furnish through ECs to FIS Global to enable a Bill Payment to be scheduled, including the amount, payee name, payee account number, the Send On Date, and, when applicable, the associated Deliver By Date.
21. Properly Scheduled Payment is one made from your Payment Account with sufficient available funds for the payment and associated fees scheduled to be delivered on or before the due date of the bill, excluding grace periods, indicated to be deliverable on time and for which the information supplied is correct and is not a prohibited payment under the Service.
22. Secure Access Code or SAC is a randomly generated one-time multi-factor authentication code delivered to a selected email address, phone or cell number (as a text message), that is used to further confirm your identity during Login or before conducting certain digital transactions.
23. Send On Date is the date when the processing of any Payment Instruction begins and, in the case of electronic debits, is also the date on which your Payment Account will be debited for the scheduled Bill Payment.
24. Services, as applicable hereunder or any Addenda hereto, may include OB, PFM, Bill Payment, internal transfers, external funds transfers, Mobile Banking, mobile remote deposit capture (mRDC), Text Banking, and other Services available to Users now or hereafter.
25. Third-Party Providers include:
  - a. Q2 Software, Inc. (Q2)
  - b. FIS Global, for Bill Payment Services
  - c. The originating depository financial institution (ODFI) for External Funds Transfer, or
  - d. MX Technologies Inc. (MX)
  - e. Ensenta Corporation (Ensenta), for mobile remote deposit capture
  - f. IDology, Inc. (IDology) for customer identity authentication and verification, and
  - g. Any of their subsidiaries, affiliates or third-party processing agent(s) for the respective Services.
26. "Time of day" references are to Eastern Time (ET).
27. User ID, depending on context, is either a Bank generated or customer created identification code assigned to or created by you that, when coupled with your Password, will allow access to OB and, upon Enrollment, PFM, Bill Payment, internal transfers, external funds transfers, Mobile Banking, mRDC, Text Banking, other related Services.
28. "We", "us", Apple Bank or "Bank" refer to Apple Bank.

29. "You," "your" or Users refers, as applicable, to those persons or entities (including any Authorized Persons) that (A) apply to use and/or use any of the Services, and (B) own or control an Account.

## **EXTERNAL FUNDS TRANSFER ADDENDUM**

This External Funds Transfer Service Addendum (the "Addendum") supplements the Online Banking Services ("OB Services") agreement ("Agreement"), which is incorporated herein. This Agreement and Addendum describe both Apple Bank (or the "Bank") and your rights and obligations when using the Electronic Funds Transfer service (the "Service") and represents your acceptance of the External Funds Transfer service terms and conditions.

PLEASE TAKE NOTICE: TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING OBLIGATIONS TO RELEASE, HOLD HARMLESS, AND INDEMNIFY THE BANK, AND DISCLOSURES CONCERNING CONSUMER ELECTRONIC FUNDS TRANSFERS, AND ELECTRONIC COMMUNICATIONS, ARE DEEMED INCORPORATED HEREIN AND SHALL APPLY TO THE EXTERNAL FUNDS TRANSFER SERVICE.

This Addendum contains supplemental definitions and abbreviations at Section VII.

### **I. THE EXTERNAL FUNDS TRANSFER SERVICE**

- A. **Electronically Signing.** By clicking "I Agree," providing Login Credentials, and/or using the Service, you and anyone else you authorize (i.e., an Authorized Person) agree to be bound by this Addendum, the Agreement, and the Bank's Rules. Your acceptance constitutes your Enrollment in the Service and affirmative consent under the E-Sign Act. Do not share your Login Credentials or permit access to your logged-in device with a third party, at any time.
- B. **Eligible External Accounts.** You may use the Service to link one or more External Accounts maintained at other U.S. financial institutions ("FIs"), with Eligible Accounts at Apple Bank. You will be able to initiate electronic funds transfers ("EFTs") among such accounts through an Automated Clearing House ("ACH") network. With certain limitations, you may initiate EFTs through ACH, going to (crediting) or from (debiting) your linked accounts. Access to Eligible Accounts may be limited or prohibited, for certain purposes.
- C. **ACH/EFT & Check Payment Order.** On any given Business Day, when both ACH/EFT debits and checks are presented for payment against your account, Apple Bank will pay ACH/EFT debits first, followed by any checks presented. ACH/EFT debits will be paid in the order in which they are received by the Bank and then checks will be processed in the same manner. For example, if an ACH/EFT debit for \$300 is presented for payment and two checks are also presented for payment, the ACH/EFT debit will be processed first, followed by the two checks in the order in which they were received by the Bank. Additionally, other EFT transactions (e.g., point-of-sale transactions) will be posted to your account throughout the day as received by the Bank.

- D. **Linking External Accounts.** The Service requires you to establish an authenticated link between an Account(s) and one or more External Accounts to facilitate EFT Transfers, without physical presence at a branch. The owner of the External Account must be the same as the Account owner, user or Authorized Person permitted to access the Service (See Section II (vii) below for further details regarding accounts with Joint Owners). To electronically link your External Account at another FI, you must verify that account using:
- a. The American Bankers Association (ABA) Routing Number and account number for each External Account to be linked and verify a micro-deposit that will be made to the account; OR
  - b. Your online banking login credentials (your username and password) for each External Account to be linked.

Once you have confirmed your External Account, it will be linked for display and use with the Service, allowing you to initiate EFTs through an ACH Network.

E. **Authorization.**

By enrolling in the Service, you authorize the Bank, Q2, and/or FIS Global, their subsidiaries, affiliates and processing agents to: (1) activate the Service, (2) accept and process your Instructions, and (3) enable you to use the Service. Service provider data or messaging rates may apply for use of the Service, including multi-factor authentication steps.

F. **External Transfer Processing.**

Transfers initiated through the Service are subject to the Operating Rules and Guidelines of NACHA – The Electronic Payments Association (“NACHA”) and applicable regional or local ACH (“NACHA Rules”). All credits to your Accounts or External Accounts are provisional until the Bank or the other FI that holds your External Accounts pays and settles for any such credit. If, for any reason, final settlement or credit is not received, your Accounts or External Accounts may be charged back for the amount(s) thereof, together with any applicable fees or charges. Additionally, illegal transactions, such as online gambling, will be blocked when detected by NACHA and/or the Bank. You agree to comply with and be bound by the Rules, NACHA Rules and related procedures, and the Service terms and conditions.

G. **External Transfers.**

To use the Service for “External Transfers,” you must maintain at least one Deposit Account with us and at least one External Deposit Account, between which you may Transfer funds. Standard Transfer withdrawals affecting your Accounts are executed through ACH entries from or to Linked External Accounts.

H. **Fees.**

There are no monthly Maintenance Charges associated with the Service and there is no fee for standard processing transactions, inbound or outbound. Fees may be incurred if the account from which the funds are scheduled to be transferred, whether at Apple Bank or another FI, does not have sufficient funds on the date the outgoing transfer is processed.

I. External Transfer Limits.

You may originate external transfers to and from your Apple Bank Account subject to the following limits:

- \$10,000 per transaction, per qualifying account, per day (completed); and
- \$10,000 per calendar month, in aggregate.

Limits on the number of transactions per account, per day and per month may also apply.

J. Tier Limits.

Additional tier limits for external transfers may be available upon customer request and/or Bank approval.

K. External Transfer Processing.

The processing of Transfer Instructions received before the daily Business Day Cutoff Time of 3:00 PM Eastern Time ("ET") will begin on the same day. It may take up to three (3) Business Days before any standard processing Transfer is completed. Your Transfer Instructions should allow for this time period between the Send On date and the time your Transfer has been funded. No further Transfer Instructions will be accepted before completion of a pending Transfer, but you may schedule a Transfer to occur thereafter. You will have the ability to cancel your transfer request before the daily Business Day Cutoff Time through the Online Activity Center. Instructions made after the daily Business Day Cutoff Time of 3:00 PM ET may not be processed until the following Business Day. When submitting Instructions you should make allowance for the Cutoff Time. You agree to the Bank reviewing all Transfers, and that transaction times may be delayed or transactions not processed, should the Bank's review, in its sole discretion, determine further customer validation is required and/or the transaction request is detected as abnormal or fraudulent behavior.

L. Business Days.

A Business Day is any day other than a Saturday, Sunday or legal bank holiday. All Transfer requests (i.e., to initiate a fund transfer through ACH) made after 3:00 PM ET will be treated as having been received on the next Business Day.

M. External Transfer Authorization.

You authorize us to charge your designated account for all Transfers you initiate through the Service. You agree to have sufficient available funds in your designated account on the send date to cover the amount of the Transfer. We will not be obligated to make any Transfer you request unless there are sufficient available funds (including any available overdraft protection you might have). In the absence of sufficient available funds, the Transfer may be rejected and will not be reintroduced into the ACH network. Transfers to an External Account set up by the daily Business Day Cutoff Time will be originated and will be reflected in your External Account within three (3) business days. A fee will be charged against your Account for any Transfer initiated against uncollected or insufficient available funds, at the time the outgoing funds are sent as set forth in Maintenance and Service Charges in the Account Disclosures you receive at the time of account opening.

The financial institution where your linked account is located may also charge a separate fee if, when the transfer request is processed, the account has uncollected or insufficient funds.

N. Transaction Confirmation / Statements.

Upon setup of a Transfer Instruction through the Service, you will receive a confirmation on your Computer or Mobile Device screen, of the initiation of the transaction. Your on-screen confirmation will contain a transaction number. You will also receive a security alert to your email address on file in Online Banking. External Transfers will be reflected on your periodic statement for your reference.

II. USER REPRESENTATIONS AND WARRANTIES

By requesting access and using the Service, each User authorizes, represents, and warrants as follows:

- i. The Bank, Q2 and/or Fidelity National Information Services, Inc. ("FIS Global") and any of their processing agent(s) are authorized to use, copy, modify, display and distribute any information, data, materials or other content, both confidential and non-confidential, that the User provides to such processing agents for the purpose of providing the Services;
- ii. User has the right to authorize and permit processing agents to access the User's accounts to effect transfers (i.e., External Transfers);
- iii. By disclosing to and allowing processing agents to use such information, the User is not violating any third party rights;
- iv. The information provided to the Bank, Q2 and/or FIS Global, and their processing agents, is and shall continue to be true, current, correct and complete;
- v. The Bank, Q2 and/or FIS Global, and their processing agents, are authorized to use the submitted information to perform the Funding service and to configure the same to be compatible with the User's accounts;
- vi. The Bank, Q2 and/or FIS Global, and their processing agents are hereby appointed attorney(s)-in- fact and agent(s) of the User, with full power of substitution and re-substitution, for, in the name, place and stead of him or her, in any and all capacities, to access the Accounts, effect funds transfers, 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 funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as the User might or could do in person;
- vii. That User shall indemnify, defend and hold Apple Bank, Q2 and/or FIS Global, and their processing agents, their subsidiaries, affiliates, partners, officers, directors, employees, consultants and agents harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from User's use of the Funding service, the Bank's, Q2's and/or FIS Global's, and their processing agents' reliance on the information, instructions, license and/or authorizations provided by the User, and for their violation of the terms hereof or

their infringement (or that of any other user of their Funding service account) of any intellectual property or other rights of any person(s) or entity(ies).

**Joint Owners.** If two or more joint owners hold an Account, the Account may be accessed and linked to External Accounts that are owned by all the same owners. Electronic withdrawals using the Service may be made by each owner independently, up to and including the entire Account balance in accordance with daily/monthly transfer limits, without further consent of any other. The Bank shall not be liable for any such withdrawals made by any owner. Each owner is deemed to be an agent of every other owner for all purposes.

Each joint owner must independently register and authorize his/her use of the Service. We will end your use of the Service if any joint account holder notifies us that (i) he or she never consented to your use of the Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) he or she is withdrawing consent for you to operate the joint account, mandating closure of the account.

**Service Termination.**

You may terminate this Addendum and cease your participation, by calling (914) 902-2775, or by notifying us through a secure message in Online Banking, or by writing the Bank at:

Apple Bank  
Digital Banking Services  
900 Stewart Ave, Suite 605  
Garden City, NY 11530

You can locate the hours to contact us by phone at [www.applebank.com/hours](http://www.applebank.com/hours).

### III. FEES

For general information on Fees associated with the Bank's deposit accounts, see the Agreement, as well as the applicable Account Disclosure(s). A fee of \$35.00 will be charged against your Account for any Transfer initiated against uncollected or insufficient available funds, whether such item is paid or unpaid. You may also incur a charge by your linked financial institution for uncollected or insufficient funds transfers.

### IV. CONSUMER ELECTRONIC FUNDS TRANSFER ("EFT") PROVISIONS

- a. **Scope.** These provisions apply to any EFT conducted through the Online Banking, Bill Payment, internal transfer, External funds transfer, Mobile Banking, Text Banking, or any other Service(s) available now or hereafter by which you authorize and instruct Apple Bank, as the originating depository financial institution ("ODFI"), through Q2 and/or Fidelity National Information Services, Inc. ("FIS Global"), or any third-party processor and any ACH network, to debit or credit one or more of your deposit Accounts. The Act and CFPB Regulation E, as defined herein, govern consumer EFTs. The Bank may rely on any exceptions or exclusions to the provisions contained in the Act or Regulation E. Any

terms not defined herein but which are defined in the Act or Regulation 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. LIMITED LIABILITY OF THE BANK AND THIRD-PARTY PROVIDERS

- 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 J., for details of the Limited Liability of the Bank and Third-Party Providers. In addition, the Bank and Third-Party Providers will not be liable to you for delays or any failure to provide uninterrupted External Funds Transfer or other Services or Accounts. Unless otherwise required by law, we and they are only responsible to perform Services as described in this Agreement or the Addenda thereto. We and they may ONLY be liable for the actual amount of direct loss or damage that you sustain that directly results from gross negligence, willful misconduct or the breach of an explicit representation or warranty set forth herein.

In addition, we and they will not be liable to you in the following instances:

1. If you provide any incorrect, misleading, incomplete or unauthorized information, or withhold any required information, regarding any of the Services provided pursuant to this Agreement or Addenda thereto.
2. If through no fault of the Bank, you do not have sufficient available funds in your Account(s), Payment Account and/or External Account(s) to make or fund a scheduled External Funds Transfer.
3. If the Q2 technology platform temporarily fails and/or any one or more of the Services, your operating system or software is not functioning properly at the time you access them or attempt to initiate a transaction.
4. If any FI holding your External Account(s), Third-Party Provider or an ACH Operator or network provider mishandles, prevents or otherwise delays the processing or posting of any transfer, except as otherwise provided for herein.
5. If circumstances beyond the control of the Bank and/or Third-Party Providers (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents an EFT transfer or other Bill Payment transaction from occurring despite reasonable precautions that we have taken.
6. If there is an administrative hold on your Account(s), Payment Account or External Account(s) (e.g., if access to or use of them is blocked in accordance

with the Bank's Rules, NACHA Rules or other FI rules, applicable law or regulations).

7. If there is an outstanding item of legal process resulting in a hold against your Account(s), Payment Account or External Account(s) including, but not limited to: restraining notice, execution, sheriff's or marshal's levy, IRS Notices of Levy, NYS Tax Compliance Levy, Levy by execution, Court Ordered restraint, attachment, warrant or seizure notices, etc.
8. If your Bill Payment, EFT or Text Banking transfer authorization terminates by operation of law.
9. If your Account transfers exceed any applicable transaction limitations.
10. If you believe someone has accessed one of your Accounts, Payment Account or External Accounts without your permission and you fail to IMMEDIATELY notify the Bank (and any affected third-party FI in a transfer).
11. If you have not properly followed the instructions on how to make an External Funds Transfer through an EFT under the Agreement or the Service.
12. If you provide erroneous, misleading, incomplete or unauthorized information or instructions to – or withhold correct information from – the Bank, its subsidiaries and affiliates, Q2, FIS Global, MX, Ensenta, IDology or any of their subsidiaries, affiliates or third-party vendors or processing agents (collectively, "Third-Party Providers").
13. If we have received and act upon erroneous, misleading, incomplete or unauthorized information or instructions including, but not limited to, name(s), dollar amount(s), account numbers, ABA bank routing numbers, email addresses, phone numbers, etc.
14. If we have a reasonable basis for believing that unauthorized use of your user IDs, passwords, login credentials, Secure Access Codes, one-time passwords, Account(s) or any of the Services has occurred, is threatened or may be occurring.
15. If you default under this Agreement, any Addenda thereto or other agreements with us, or
16. If you or we terminate this Agreement.

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

#### VI. ARBITRATION AND CLASS ACTION WAIVER

THIS SECTION REQUIRES THAT CLAIMS BE ARBITRATED AND FORBIDS CLASS ACTIONS UNLESS YOU EXERCISE YOUR RIGHT TO OPT OUT OF ARBITRATION BY MAIL WITHIN FORTY-FIVE (45) DAYS AFTER ACCOUNT OPENING. If at the time you open this Account you are a covered borrower under the Military Lending Act or you are a dependent of a covered member, this "Arbitration" section is not applicable to your Account(s).

Mandatory Arbitration. If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this part. If you do not opt out, for a dispute subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the same extent as court; (3)



participate in a class action in court or in arbitration; or (4) join or consolidate a claim with claims of any other persons. A "claim" or "dispute", as used in this Arbitration Agreement, is any unresolved disagreement between you and us, arising from or relating to the Account Agreement or relationship between us, including disagreements related to services, the application for, approval, or use of Accounts, banking facilities, advertising, or mediums used for account access. Claims are subject to arbitration; regardless of what theory on which they are based, whether they seek legal or equitable remedies, or whether they are common law or statutory (federal or state) claims. However, this Arbitration clause is inapplicable to collections matters brought by us against you for monies owed to us.

The arbitration shall take place in the federal judicial district in which you reside, unless the parties agree to a different location in writing. The arbitrator will follow applicable substantive law to the extent it is consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. A judgment on the award may be entered by any court having jurisdiction. No arbitrator shall have authority to entertain any dispute on behalf of a person who is not a named party, nor have authority to make any award for the benefit of any person who is not a named party. The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear their own expense, regardless of who prevails, but the arbitrator will have the authority to award fees and costs to the extent permitted by the Account Agreement, the forum's rules, or applicable law. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. Each arbitration, including the selection of the arbitrator(s), shall be administered by JAMS according to such forum's rules and procedures. You may obtain a copy of the arbitration rules by contacting JAMS at 1-800- 352-5267 (toll-free) or website: [jamsadr.com](http://jamsadr.com). If you initiate the arbitration, you must notify us in writing. If we initiate arbitration, we will notify you in writing at your last known address in our file.

**Class Action Waiver.** The Parties agree to give up any right they may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant. The Parties agree to give up any right to consolidate or join any arbitration proceeding with others. The Parties waive any right to seek or recover punitive and/or exemplary damages in any Dispute. No Arbitrator shall have the power or authority to award punitive and/or exemplary damages.

**Right to Opt Out.** You may opt out of this Arbitration Agreement. To opt out, you must send us written notice of your decision within forty-five (45) days of the opening of your Account. Such notice must state that you wish to opt out of the Arbitration Agreement section of this Account Agreement, and must include your name, address, account name, account number and your signature, and must be mailed to:

Apple Bank, Legal Process Department

122 East 42<sup>nd</sup> Street, New York, NY 10168

This is the sole method by which you can opt out of this Arbitration Agreement. Exercising your right to opt out will not affect remaining terms of this Agreement and will not result in any adverse consequence to you. You agree that our business records will be conclusive evidence of whether you cancelled or opted out of this Arbitration Agreement appropriately.

If it is determined that any paragraph or provision in this arbitration clause is illegal, invalid, or unenforceable, the remainder of this arbitration clause shall continue in full force and effect as if the severed provision was not included.

## VII. DEFINITIONS

In addition to the definitions in the Agreement, the following apply:

1. "External Transfer Service" is the Service offered by the Bank pursuant to this Addendum, enabled upon Enrollment, through which you can initiate certain external funds transfers through ACH, to or from one or more External Accounts, with certain limitations.
2. "Cancelled" means that a Transfer will neither be processed nor sent at your request;
3. "Completed" means that we have sent a request to Transfer funds to the FI holding your External Account and the FI has not rejected our request to transfer funds on your behalf within the time established by banking institutions. It does not mean funds have necessarily been received into your "Transfer To" account;
4. "Cutoff Time" means 3:00 PM Eastern Time ("ET") on any Business Day and is the time by which we must receive Instructions to have them considered entered on that particular Business Day (see Timing of Transfers, above, for additional details);
5. "Deliver By Date" means the estimated Business Day that a Transfer is expected to complete processing. This date will be up to three (3) Business Days following the transaction date; funds may actually arrive at the "Transfer To" account (and be deducted from the "Transfer From" account) before or after this date;
6. "External Account" means a transactional checking or savings account that, ordinarily, you maintain with a third-party U.S. FI (or sometimes with us) and designate to associate with one or more of your Eligible Accounts, electronically via ACH, subject to Transaction Limitations (see Agreement, at Section 1.C.);
7. "Funding Failed" means when the FI holding your External Account notifies us that your attempted Transfer from your External Account could not be completed;
8. "Funded" means when an amount to be transferred to your External Account has been withdrawn from the available balance of your Transfer From account;
9. "Processed" means that a Transfer is no longer "Pending" or "Funded" and it cannot be changed or Cancelled;
10. "Instruction" includes any information you provide to us to effect a funds transfer (i.e., External Transfer), to be delivered to or from your External Account (e.g., third-party FI name, ABA routing number, your account number, and Deliver By date);

11. "Originating Depository Financial Institution" or "ODFI" is the FI responsible for initiating your ACH entries to an ACH Operator for execution of your Instruction (e.g., transmitting each entry to the Receiving Depository Financial Institution ("RDFI"), etc.) and for NACHA Rules compliance.
12. "Authorized" means any Instruction that you have ordered to be made which has not been Cancelled by you before the daily business day Cutoff Time;
13. "Returned" means an External Transfer was rejected and not processed by the third-party institution that holds your External Account;
14. "Sent" means a Transfer has successfully left our delivery system en route to the institution holding your External Account. This is not a confirmation that the institution holding your account has received it;
15. "Transaction Number" means the unique identifier that we send in response to your Instructions to confirm that your Instructions have been received by us;
16. "Transfer" includes any Instruction to move funds electronically (using an EFT) from one account to another (e.g., External Transfer) via the External Transfer Service and/or Instructions that have been processed through the Service, as the context requires;
17. "Transfer From account" means the account from which a Transfer is being requested by you via this Service. It includes both your Apple Bank and External Accounts, unless the context indicates otherwise;
18. "Transfer To account" means the account to which a Transfer is being requested by you via this Service. It includes both your Apple Bank and your External Accounts, unless the context indicates otherwise.

Apple Bank  
MEMBER FDIC  
February 2024

