

Dime Community Bank

Online Banking Agreement & Terms and Conditions

This Online Banking Agreement & Terms and Conditions Statement (the "Agreement") governs your use of Dime Community Bank's consumer Online Banking Service (defined below). We reserve the right to determine your eligibility for any product, service or functionality. Please read these Terms and Conditions carefully and keep them for future reference. By accepting this Agreement and by using any of the services described in this Agreement, you agree to be bound by the terms of this Agreement.

Definitions. The words "Bridge Online Banking", "BOB", "Services" and "Online Banking Service" refer to Dime Community Bank's consumer online banking service. The words "you", "your(s)" and "user" refer to the person identified in the Bridge Online Banking Enrollment Form and who has enrolled in the Online Banking Service. The words "we", "us", "our", "Bridge" and "Bank" refer to Dime Community Bank. The word "Accounts" means any Dime Community Bank deposit or loan account.

Security. We will employ such security measures as in our reasonable judgment are appropriate to secure our website and protect client information. Our Service utilizes the latest internet security technology, including SSL, firewalls, encryption and operating systems that have been designed to provide maximum security. The Bank reserves the right to change the technology and security precautions utilized at any time without notice. You acknowledge that you are responsible for the data security of your own systems (hardware, software and equipment) used to access the Online Banking Service. To learn more about information security, as well as tips for avoiding online fraud and identity theft, visit the "Your Security" tab on our website.

Password. Upon receipt of your internet banking enrollment form and verification thereof, you will be assigned a user ID and an initial, temporary password. You will be required to change the Bank assigned password upon first time log in. Access is limited to you as an account holder and you are responsible for the Access ID and Password. You agree that you will not give your user ID or password or make it available to any other person. By disclosing your user ID and password to another person you have granted authority to that person to access your accounts for all purposes set forth under this Agreement, and in doing so, you: (i) assume all risks and losses associated with such disclosure; (ii) are responsible for any transactions and activities performed from your accounts; and (iii) are responsible for any use of your personal and account information by such

person(s) or entity. Such authorization shall remain in force until you have notified the Bank in writing that such person is not authorized to act on your account(s) **and** you have changed your password.

We strongly suggest that you change your password on a regular basis and use a complex password to prevent any unauthorized access to your accounts. You must take reasonable precautions to safeguard your user ID and password and keep it in your possession and to exit all sessions when physically leaving the computer used to access the Bridge Online Banking Service.

Hardware and Software Requirements. You are solely responsible for selecting and obtaining necessary hardware, including, but not limited to Personal Computers (PC), modems, lines or other devices to access Online Banking Services. You are responsible to use an Internet Browser program that supports 128 bit RSA encryption and SSL (Secure Sockets Layer) technology. You will also need Adobe Acrobat to review statements in PDF format, if such statements are available. The Bank recommends using the most up to date versions of any of the more popular Internet Browsers in order to provide increased security protection. You assume full responsibility for any defect, malfunction, or interruption in service or security due to hardware or software failure, third party communications service or equipment or due to your Internet communications software. We do not warrant nor will we be responsible for any errors or failures from the malfunction or failure of your equipment.

Eligibility. To use Online Banking Services you must have at least one or more checking, savings or loan account with us. If you have more than one account we will "link" the relationships together unless you request certain accounts not be linked. All Accounts that are linked will have one common owner and signer. An account that requires two or more signatures or that has special withdrawal restrictions will be limited to view only.

Services. You may access Online Banking Services 7 days a week, 24 hours per day. However, at certain times, some or all of the service may not be available, for example, due to system or internet maintenance.

Business Days are Monday through Friday (excluding Federal Holidays). Transactions performed on a weekend will be processed on the next business day. All references to time are Eastern Standard Time.

Description of Service. Online Banking may be used to perform the following functions:

- Obtain real-time account balance and transaction information.

- Schedule single or recurring transfers between your eligible Dime Community Bank accounts.
- Request Stop Payments on checks
- View transaction history and import/export to your computer in a variety of formats such as Quicken or CSV.
- View images of checks
- Pay certain loans with Dime Community Bank.
- View statements
- Access to Bill Payment

Online Bill Payment Program. Our Online Bill Payment Program requires the execution of a separate written agreement upon enrollment in Online Bill Pay and may involve third party service providers or senders.

Fees. Except as indicated elsewhere in this Agreement or other agreements or disclosures, we do not at this time charge for enrollment fees, recurring usage fees, or any other fees for your use of the Services. However we do charge fees in certain limited circumstances that may arise in connection with your use of the Services (including, but not limited to stop payment orders) as further set forth in The Banks Fee Schedule. Fees will be automatically deducted from your account(s) maintained at the Bank.

Stop Payments. You may cancel, using online banking, one of your unpaid paper checks written against your checking account. The Bank must have a reasonable opportunity to act on a stop payment order and is not liable for checks already paid or in presentment at the time the stop is placed. Stop payments remain in effect for six (6) months after which the stop payment must be placed again by you. Your account will be automatically charged in accordance with the Schedule of Fees in place at the time.

Account Statements. You will receive periodic account statements in the mail, unless the Bank and you agree otherwise. Even though you can review your account transactions online, the periodic account statements are the official record of your account(s). You are responsible for reviewing any statement and other account record mailed to you or otherwise received.

Changes. We can change this Agreement in whole or in part at any time, in our sole discretion, by giving you notice as required by law. Continued use of our Online Banking Service after notice of a change in Terms will be constituted as acceptance of the change.

Termination. We reserve the right to terminate, without notice, except as required by law, this Agreement and your use of Online Banking and any or all Services in whole or in part at any time and for any reason. Examples for termination may include, extended periods of inactivity, non-payment of fees or non-compliance with this Agreement. You may terminate your Online Banking Services at any time by notifying us of your request, in person, by telephone or in writing.

Transfer Limitations and Cutoff Times. Transactions entered on our website on or before 5:00 PM on any business day will be posted the same day. Transactions entered after 5:00 PM or on non-business days will be posted on the next business day. Your transfer account must contain sufficient available funds in order to process the transfer.

By law, no more than six (6) pre-authorized transfers or withdrawals are permitted from your savings or money market accounts during a statement cycle of at least four weeks. This includes transfers made between your eligible Dime Community Bank accounts made via online banking, or to third parties by preauthorized, automatic, telephonic or computer transfer, or by check, draft, debit card or similar order to third parties. Exceeding these limits may result in excess activity charges, suspension of transfer and withdrawal privileges, account conversion or closure.

Liability for failure to make Transfers. If we do not complete a transfer to or from your account on time and in a correct amount, we will make every effort to remedy the situation. However we will not assume liability if we are unable to complete transfers via Bridge Online Banking Service if:

- Through no fault of ours, you do not have enough available funds in your account to make the transfer or if the account is closed.
- The transfer would cause your overdraft line to go over the credit limit.
- The terminal, systems or communications was not working properly and you knew about the breakdown when you initiated the transfer.
- Circumstances beyond our control (such as fire, flood or systems failure) prevent the proper execution of the transfer.

- The transfer of your funds is, or would be, or is suspected of, being a fraud or a violation of any applicable law, rule or regulation, or is restricted by legal processes, other restraints, or holds on your accounts.
- If you are in default of this Agreement or if we or you have terminated this Agreement or any and all other exceptions stated in this Agreement or other additional agreements.

Confidentiality. The Bank will exercise reasonable care to protect the confidentiality of your financial information and to prevent unauthorized disclosure to third parties. As explained in our separate Privacy Policy, we will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party; such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission.

Consumer Liability. Tell us AT ONCE if you believe that your code (user ID or password) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your code, you can lose no more than \$50 if someone used your code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your code, and we can prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods

In Case of Errors or Questions About Your Electronic Funds Transfers. Telephone or write us at the telephone number or address listed below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error has occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however we may take up to 45 business days to investigate your complaint or question. If we decide to do this we will provisionally credit your account within 10 business days for the amount you think is in error, so that you have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days we may not credit your account.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts we may take up to 20 business days to provisionally credit your account for the amount you think is an error.

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

Dime Community Bank

Attn: Treasury Management
898 Veterans Memorial Highway
Hauppauge, NY 11788
800-321-DIME (3463)

Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York to the extent there is no applicable federal law or regulation.

Assignment. You may not assign your rights to the Services to any other party. The Bank may assign or delegate, in part or whole, its rights and obligations under this Agreement to any third party (ies) without notice to, or consent by user.

Entire Agreement: Severability. This Agreement, the Account Agreement and Disclosure represent the entire agreement and understanding of the parties. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

