

## **MOBILE/ONLINE BANKING AGREEMENT AND DISCLOSURE**

This Mobile/Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Mobile/Online Banking service, which may also include the Bill Payment (including a Bill Presentment feature) service and enrollment in our Purchase Rewards Program (each, a "Service" and, collectively, the "Services"). The Agreement also describes the rights and obligations of Ridgewood Savings Bank ("Bank"). Please read this Agreement carefully. By requesting and using each of the Services, you agree to comply with all applicable terms and conditions of this Agreement.

This Agreement amends and becomes a part of: (i) your Account Terms and Conditions, if you are a consumer; and (ii) your Business Account Terms and Conditions Agreement, if you are a business customer. If there is a conflict between this Agreement and your Account Terms and Conditions or Business Account Terms and Conditions, as applicable, the terms of this Agreement shall govern with respect to the Services described herein.

### **A. GENERAL TERMS AND CONDITIONS**

#### **I. Definitions**

The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority with respect to your Mobile/Online Account(s). For all business customers of the Bank, the Authorized Representative is the sole individual authorized to access Mobile/Online Banking with their User ID and Password;
- "Bill Pay" is a Service through Mobile/Online Banking and utilizing CheckFree Services Corporation that enables the scheduling of bill payments using a PC;
- "Bill Pay Account" is a Mobile/Online Account which is the checking account that you designate as the account from which bills will be paid through the Bill Pay;
- "ISP" refers to your Internet Service Provider;
- "Mobile/Online Banking" is the internet based service provided by the Bank that allows you access to your Mobile/Online Account(s);
- "Mobile/Online Account" means each Bank account from which you will be able to conduct transactions using a Service;
- "Password" is the customer generated code selected by you for use during the initial sign on, and the codes you select after initial sign on that establishes your connection to the Service;
- "PC" means your personal computer or other internet-enabled device which enables you, with the Internet browser and ISP, to access your Mobile/Online Account(s);
- "User ID" is the identification code associated with you for your connection to the Service;
- "We", "us", "our" or "Bank" refer to Ridgewood Savings Bank, which offers the Services and which holds the Mobile/Online Account(s) accessed by the Services; and
- "You" or "your" refers to the owner(s) of the Mobile/Online Account(s) or the Authorized Representative of the owner.

#### **II. Access to Services**

Mobile/Online help screens will guide you on how to use the Services. You will gain access to your Mobile/Online Accounts through the use of your Internet enabled device, your ISP, your Password and your User ID. You may access your Mobile/Online Accounts 24 hours a day, seven (7) days a week, provided, however, that the Services may be unavailable for brief periods of time for purposes of maintenance, updating and revising the software, and for reasons beyond the Bank's control.

For purposes of Mobile/Online Banking transactions, the Bank's business days\* are Monday through Saturday, excluding Sundays and holidays. (\*Business Day definition differs for Bill Pay; see Bill Pay Agreement)

### **III. Terms and Conditions for the Services**

- Bank Agreements. You agree to be bound by this Agreement and, further, to comply with the requirements of all other agreements, rules, regulations, policies and practices of the Bank applicable to each of your Mobile/Online Accounts, products and services, including, but not limited to, your agreement to the terms and conditions for Bill Pay.

Your initial sign-on and, if applicable, your later enrollment in Bill Pay each constitute your Electronic Signature and will be binding upon you as your legal signature. Similarly, each time you use your User ID and Password shall also constitute your binding legal signature.

By your use of Mobile/Online Banking and the Services you further acknowledge receipt of these agreements and disclosures and intend to be bound by them. You should review all account disclosures as well as the Bank's fee schedule.

- Changes and Modifications. 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 days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may terminate this Agreement and your use of the Services in whole or in part at any time without prior notice. We may modify Bank's mobile application from time to time in our sole discretion. You also accept responsibility for using your mobile device and we will not be liable to you for any losses caused by your failure to properly use the Services on your mobile device.
- Assignment. 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 your prior written consent.
- Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically. You hereby authorize us to send any and all notices or communications under this Agreement for Mobile/Online Banking and the Services to you electronically and you will keep your email address(es) with us up-to-date.
- Disclosure of Information. We will only disclose information to third parties about your Mobile/Online Account or transfers you make under the following circumstances:
  - where it is necessary for the provision of the Services and for completing transfers;
  - in order to verify the existence and condition of your Mobile/Online Account for a third party, such as a credit bureau or merchant;
  - in order to comply with government or court orders, or other reporting requirements;
  - if you give us your permission;
  - to the Bank affiliated companies;
  - as explained in our Privacy Disclosure provided to you.
- Governing Law. This Agreement is governed by the laws of the State of New York and applicable federal law.

- Liability. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE SERVICES OR RESULTING FROM YOUR ACCESS TO OR FAILURE TO ACCESS THE MOBILE/ONLINE BANKING OR THE SERVICES.
- Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, trustees, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to the Services.
- Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Google Chrome, Safari, Firefox, or Microsoft (Microsoft Explorer browser), by an ISP.
- Liability for Authorized Representative. Any Authorized Representative will have sole access to Mobile/Online Banking and will have the ability to designate additional authorized persons ("Users") to use the Service. You understand that the Bank will have no liability for any actions taken by the Authorized Representative or User(s) with regards to the Service and that any actions by the Authorized Represented or any User will be deemed authorized by you.
- Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware and thereby impact the Services.

## **B. MOBILE/ONLINE BANKING**

The following are the terms for using the Mobile/Online Banking Service ("OLB Agreement"):

### **I. Banking Transactions with Mobile/Online Banking**

- Account Access. Access to all current active accounts at the time of registration is immediate upon approval of registration. The accounts can be checking, statement savings, certificates of deposit or loan accounts. Additional accounts may be requested to be added or deleted at any time by clicking on the "Secure Forms" button within Online Banking. You can then request to have additional Online Accounts added to or removed from your profile.
- Transfer of Funds. In addition to viewing Online Account information, you may use Online Banking to transfer funds between your linked Online Accounts. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may also transfer funds between your checking and statement savings accounts.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers) to third parties, the following limitations apply:

- *Statement Savings account.* You can make no more than six (6) transfers per statement cycle to a third party by preauthorized or automatic transfer or by Telephone, Mobile, or Online Banking.
- Additional Services. New services may be introduced for Mobile/Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will apply to these services.

## **II. Schedule of Fees**

The Bank offers the benefits and convenience of the Mobile/Online Banking to you for free. However, all other service charges applicable to the Bank's accounts will continue to apply. The Bank reserves the right to change its fee policy for the Services at any time and will make you aware of this change to the extent required by law. You acknowledge and agree that your use of the Services may result in charges being assessed by your ISP and/or wireless carrier. You are responsible for any fees or other charges that your ISP and/or wireless carrier may charge for any related data or message services.

## **III. Statements**

Unless you are enrolled in the Bank's E-Statement Services, you will continue to receive your regular account statement with imaged checks, either monthly or quarterly, depending on the type of account and/or the nature of your account activity.

## **IV. Use of Your Security Password**

You are responsible for keeping your Password and Mobile/Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your Mobile/Online Account information, Password, or User ID.
- Do not leave your Mobile device or PC unattended while you are in the Bank's Mobile/Online Banking site; or your protection you may be automatically signed off after 10 minutes of inactivity.
- Never leave your Mobile/Online Account information within range of others.
- Do not send your privileged Mobile/Online Account information, Password or User ID in any public or general e-mail system.
- For your security purposes, it is recommended that you periodically change your Password.
- Upon five (5) unsuccessful attempts to use your Password, your access to the Services will be revoked. To re-establish your Password to use the Services;
  - For Online Banking: Go to the home page and click on "Forgot User Name/Password?" put in your phone number and your username. Then click "Send me a new password."
  - For Mobile Banking: Go to "Forgot Login", put in your mobile phone number and your username. Then click "Send me a new password."

If you believe your Password has been lost or stolen, or if you suspect any fraudulent activity on your Mobile/Online Account(s), call the Bank immediately at 718-240-4778 between the hours of 7:00 a.m. Eastern Time to 7:00 p.m. Eastern Time, Monday through Friday, 8:00 a.m. Eastern Time to 2:00 p.m. Eastern Time Saturday & Sunday. Telephoning the Bank is the best way of minimizing your losses and liability. (See: Section [IX])

If you believe your Password has been compromised, please immediately use the Change Password feature in User Options within the Mobile/Online Banking section of the website to change your Password.

#### **V. Electronic Mail (E-mail)**

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your Mobile/Online Accounts or if you need to stop a payment that is scheduled to occur.

**NOTE: E-mail transmissions are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system.**

#### **VI. Linked Accounts**

All accounts with the Bank that you enroll in the Mobile/Online Banking Service will be linked by the tax identification numbers of the person or entity who holds more than one Mobile/Online Account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses Mobile/Online Banking, that authorized user will be able to view and access at a single time any consumer accounts to which the same tax identification number applies.

#### **VII. Term and Termination**

1. Term. This OLB Agreement will become effective when you are approved for Mobile/Online Banking by the Bank, and shall remain in full force and effect until termination in accordance with this OLB Agreement.
2. Termination for Cause or Without Cause. We may terminate this OLB Agreement and your use of Mobile/Online Banking in whole or in part at any time without prior notice. We may take such action for any reason including, but not limited to, the following circumstances:
  - a. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing;
  - b. or due to inactivity for 6 months or more.
3. Termination for Convenience. To terminate this OLB Agreement, you must notify the Bank and provide your name, address, and the termination date. If Online Banking is terminated, then the related Services will terminate concurrently with your termination of this OLB Agreement. You may notify the Bank by one of the following methods:
  - By sending an e-mail to [onlinebanking@ridgewoodbank.com](mailto:onlinebanking@ridgewoodbank.com)
  - By calling 718-240-4778, Monday to Friday: 7:00 a.m. Eastern Time to 7:00 p.m. Eastern Time, Saturday & Sunday: 8:00 a.m. Eastern Time to 2:00 p.m. Eastern Time .
  - By writing a letter and either sending it to the following address (please note that such termination is not effective until the Bank has had sufficient time to receive the letter):

Attention: Online Banking Department  
Ridgewood Savings Bank;  
71-02 Forest Ave.  
Ridgewood, NY 11385

3. or giving it to a customer service representative at any of the Bank's branches. We may discontinue your Mobile/Online Banking service and the Services if you do not sign on to the Service(s) through Mobile/Online Banking or have any transactions scheduled through the Service(s) during any consecutive 180-day period. If your Service(s) are discontinued, you must complete the registration process to have the Service(s) re-activated.

#### **VIII. Electronic Fund Transfer Provisions for Consumers**

0. Applicability. The provisions under this Article VIII only apply to the extent applicable under Federal Reserve Board Regulation E FOR CONSUMER CUSTOMERS OF THE BANK ONLY. For instance, these provisions will generally apply to: Online electronic fund transfers that credit or debit a consumer checking, statement savings or other asset account established primarily for personal, family or household purposes. When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E.
1. Your Liability. Tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way to keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable). If you tell us within 2 business days after learning of unauthorized access to your Mobile/Online Account(s), you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

Also if your statement shows electronic fund transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

2. Telephone Numbers and Addresses for Unauthorized Transfers. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: Mobile/Online Banking at 718-240- 4778, Monday to Friday; 7:00a.m. Eastern Time - 7:00 p.m. Eastern Time, Saturday & Sunday 8:00 a.m. Eastern Time to 2:00 p.m. Eastern Time, contact us through secure messaging at Mobile/Online Banking, visit us at a local Ridgewood Savings Bank branch, or write us as soon as possible at:

Attention: Online Banking Department  
Ridgewood Savings Bank  
71-02 Forest Ave.  
Ridgewood, NY 11385

3. In Case of Errors or Questions About Your Electronic Fund Transfers.

Telephone us at 718-240-4778, contact us through Mobile/Online Banking, visit us at a local Ridgewood Savings Bank branch or write us at 71-02 Forest Avenue; Ridgewood, N.Y. 11385 as soon as you can, if you think your statement is wrong or if you need more information about an electronic fund transfer listed on the statement. We must hear from you at the telephone number or address listed above as soon as possible, but no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- Your name and account number.
- A description of the error or the electronic fund transfer in question and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error and date on which it occurred.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 days.

We will try to determine whether an error 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 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. 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 certain 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 20 business days to credit your account for the amount you think is in error.

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

## **IX. Liability**

For any internal transfers only, if we do not complete a transfer to or from your Mobile/Online Account on time or in the correct amount according to our agreement with you, we may be liable for any fees for insufficient funds. However, there are some exceptions. We will not be liable to you in the following instances:

- . If through no fault of the Bank, you do not have enough money in your Mobile/Online Account to make the transfer.
- A. If the transfer would go over the credit limit on your overdraft line.
- B. If the PC, you are working on was not working properly and you knew about the breakdown when you started the transfer.
- C. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- D. If you believe someone has accessed your Mobile/Online Account(s) without your permission and you fail to notify the Bank immediately.
- E. If you have not properly followed the instructions on how to make a transfer included in this OLB Agreement.
- F. If, your Mobile/Online Account is subject to a legal process, lien or other encumbrance restricting the transfer.
- G. If there are any other applicable exceptions stated in our agreements with you.

## **C. BILL PAYMENT SERVICE**

The following are the terms for using Bill Pay ("Bill Pay Agreement"):

### **I. BILL PAY DEFINITIONS**

"Bill Pay" means the bill payment service offered by Ridgewood Savings Bank, through CheckFree Services Corporation.

"Provider" means Ridgewood Savings Bank through CheckFree Services Corp.

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

"Payment Instruction" is the information provided by you to the Provider for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

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

"Billing Account" is the checking account you designate through the Bill Pay from which all fees for Bill Pay will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-- Business Day in which case it will be considered to be the previous Business Day.

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

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

## **II. BILL PAY DESCRIPTION OF SERVICE**

Bill Pay permits you to use your Internet enabled device to direct payments from your designated Payment Account to eligible third parties you wish to pay. Through Bill Pay, you can pay bills from your Payment Account to businesses or individuals.

All payments you make will be deducted from the Payment Account. Any payments you wish to make through Bill Pay must be payable in U.S. dollars to a payee located within the United States.

Provider reserves the right to restrict types of payees to whom payments may be made using Bill Pay from time to time. Tax payments and court ordered payments may be scheduled through Bill Pay; however, such payments are discouraged and must be scheduled at your own risk.

## **III. PAYMENT SCHEDULING**

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, Bill Pay will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. To avoid late fees when scheduling bill payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement, unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

## **IV. THE SERVICE GUARANTEE**



Due to circumstances beyond the control of the Provider, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. Upon submission of the required documentation, CheckFree Services Corp ("CheckFree") at the location set forth at Section XIV below, will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Bill Pay Agreement.

## **V. PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Provider with names and account information of Payees to whom you wish to direct payments, you authorize the Provider to follow the Payment Instructions that it receives through Bill Pay. In order to process payments more efficiently and effectively, the Provider may edit or alter payment data or data formats in accordance with Payee directives.

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

The Provider will use its best efforts to make all your payments properly. However, Provider shall incur no liability and any Service Guarantee shall be void if the Provider is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

0. If, through no fault of the Provider, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
1. The payment processing center is not working properly and you know or have been advised by the Provider about the malfunction before you execute the transaction;
2. You have not provided the Provider with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
3. Circumstances beyond control of the Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Provider has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Provider causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Provider shall only be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions.

## **VI. PAYMENT METHODS**

The Provider reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

**VII. PAYMENT CANCELLATION REQUESTS**

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

**VIII. STOP PAYMENT REQUESTS**

The Provider's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Provider may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service of Ridgewood Savings Bank at 718-240-4778 between the hours of 7:00 a.m. Eastern Time to 7:00 p.m. Eastern Time, Monday through Friday, 8:00 a.m. Eastern Time to 2:00 p.m. Eastern Time Saturday & Sunday. Although the Provider will make every effort to accommodate your request, the Provider will have no liability for failing to do so. The Provider may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for stop payments as set out in the applicable fee schedule provided by Ridgewood Savings Bank.

**IX. PROHIBITED PAYMENTS**

Payments to Payees outside of the United States or its territories are prohibited through Bill Pay.

**X. EXCEPTION PAYMENTS**

Tax payments and court ordered payments ("Exception Payments") may be scheduled through Bill Pay, however such Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Provider be liable for any claims or damages resulting from the Exception Payments. The Service Guarantee as it applies to any late payment related changes is void when Exception Payments are scheduled and/or processed by the Provider. The Provider has no obligation to research or resolve any claim resulting from an Exception Payment. All research and resolution for any misapplied, mis-posted or misdirected Exception Payments will be the sole responsibility of you and not of the Provider.

**XI. BILL DELIVERY AND PRESENTMENT**

Bill delivery and presentment involves the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of Bill Pay's electronic bill options, you also agree to the following:

Information provided to the Payee - The Provider is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

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

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

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

Non-Delivery of electronic bill(s) - You agree to hold the Provider and their affiliate companies, trustees, directors, officers, employees harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

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

This Bill Pay Agreement does not alter your liability or obligations that currently exist between you and your Payees.

## **XII. PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your Payment Account to any unauthorized individuals. You are responsible for all payments you authorize using Bill Pay. If you permit other persons to use Bill Pay or your password or other means to access your Payment Account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your Payment Account has been lost or stolen or that someone may attempt to use Bill Pay without your consent or has transferred money without your permission, you must notify the Ridgewood Savings Bank at once by calling at 718-240-4778 between the hours of 7:00 a.m. Eastern Time to 7:00 p.m. Eastern Time, Monday through Friday, 8:00 a.m. Eastern Time to 2:00 p.m. Eastern Time Saturday & Sunday.

## **XIII. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS - CONSUMERS**

0. Applicability. The provisions under this "Section XIII ONLY APPLY TO CONSUMER CUSTOMERS of the Ridgewood Savings Bank to the extent applicable under Federal Reserve Board Regulation E. For instance, these provisions will generally apply to: Mobile/Online electronic fund transfers that credit or debit a consumer checking, statement savings or other asset account established primarily for personal, family or household purposes. When applicable, Ridgewood Savings Bank may rely on any exceptions to these provisions that are contained in Regulation E.
1. Liability. If you tell Ridgewood Savings Bank within two (2) Business Days after you discover your password or other means to access your Payment Account has been lost or stolen, your liability is no more than \$50.00 should someone access your Payment Account without your permission. If you do not tell Ridgewood Savings Bank within two (2) Business Days after you learn of such loss or theft, and the bank can prove that they could have prevented the unauthorized use of your password or other means to access your Payment Account if you had told the bank, you could be liable for as much as \$500.00. If your monthly bank statement contains electronic fund transfers that you did not authorize, you must tell Ridgewood Savings Bank at once. If you do not tell Ridgewood Savings Bank within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if the bank can prove that they could have stopped someone from taking the money had you told them in time.

If you think your statement is incorrect, Ridgewood Savings Bank must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

0. Tell Ridgewood Savings Bank your name and Bill Pay account number;
1. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
2. Tell Ridgewood Savings Bank the dollar amount of the suspected error.

If you tell the bank verbally, they may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. Ridgewood Savings Bank will tell you the results of their investigation within ten (10) Business Days after they hear from you, and will correct any error promptly. However, if they require more time to confirm the nature of your complaint or question, they reserve the right to take up to forty-five (45) days to complete their investigation. If Ridgewood Savings Bank decides to do this, they will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If the bank asks you to submit your complaint or question in writing and they do not receive it within ten (10) Business Days, they may not provisionally credit your Payment Account. If it is determined there was no error, they will mail you a written explanation within three (3) Business Days after completion of the bank's investigation. You may ask for copies of documents used in the investigation. Ridgewood Savings Bank may revoke any provisional credit provided to you if they find an error did not occur.

#### **XIV. QUESTIONS**

In case of questions about Bill Pay, you should notify CheckFree via one of the following:

0. Telephone CheckFree at 877-370-1783 during customer service hours;
1. Contact CheckFree by using the application's e-messaging feature; and/or,

2. Write to CheckFree at:

CheckFree  
P.O. Box 182477  
Columbus, OH 43218-2477

#### **XV. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is Provider's general policy to treat your Payment Account information as confidential. However, Provider will disclose information to third parties about your Payment Account or Bill Pay transactions you make ONLY in the following situations:

0. Where it is necessary for completing Bill Pay transactions;
1. Where it is necessary for activating additional services for Bill Pay;
2. In order to verify the existence and condition of your Payment Account to a third party, such as a credit bureau or Payee;
3. To a consumer reporting agency for research purposes only;
4. In order to comply with a governmental agency or court orders; or, if you give Provider your written permission.
5. As explained in Ridgewood Saving Bank's Privacy Disclosure provided to you.

#### **XVI. SERVICE FEES AND ADDITIONAL CHARGES**

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

#### **XVII. FAILED OR RETURNED TRANSACTIONS**

In using Bill Pay, you are requesting the Provider to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Provider. In such case, you agree that:

0. You will reimburse the Provider immediately upon demand the transaction amount that has been returned to the Provider;
1. For any amount not reimbursed to the Provider within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed and you hereby authorize Provider to debit any and all late charges from your Billing Account;
2. You will reimburse the CheckFree for any fees imposed by Ridgewood Savings Bank as a result of the return;
3. You will reimburse the Provider for any fees it incurs in attempting to collect the amount of the return from you; and,
4. The Provider is authorized to report the facts concerning the return to any credit reporting agency.

#### **XVIII. PAYEE LIMITATION**

The Provider reserves the right to refuse to pay any Payee to whom you may direct a payment. The Provider will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an Exception Payment under this Bill Pay Agreement.

#### **XIX. RETURNED PAYMENTS**

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

#### **XX. INFORMATION AUTHORIZATION.**

Your enrollment in Bill Pay may not be fulfilled if the Provider cannot verify your identity or other necessary information. If your account was added via Mobile/Online the Provider may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you in order to verify ownership of the Payment Account(s) and/or Billing Account. Through your enrollment in Bill Pay, you agree that the Provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Provider reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

#### **XXI. BILL PAY GENERAL TERMS AND CONDITIONS**

0. **ALTERATIONS AND AMENDMENTS.** This Bill Pay Agreement, applicable fees and service charges may be altered or amended by the Provider from time to time. In such event, the Provider shall provide notice to you. Any use of Bill Pay after the Provider provides you a notice of change will constitute your agreement to such change(s). Further, the Provider may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Provider reserves the right to terminate this Bill Pay Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only Bill Pay's more recent revisions and updates.
1. **ADDRESS OR BANKING CHANGES.** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Ridgewood Savings Bank's Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Provider is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.
2. **BILL PAY TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel Bill Pay, you may have the ability to do so through Ridgewood Saving Bank's Mobile/Online Banking, or you may contact Ridgewood Savings Bank's customer service via one of the following:

  0. Telephone Ridgewood Savings Bank at 718-240-4778 during customer service hours; and/or

1. Write Ridgewood Savings Bank (please note that such termination, cancellation or suspension is not effective until the Ridgewood Savings Bank has had sufficient time to receive the letter):at: Ridgewood Savings Bank Electronic Banking Department 71-02 Forest Avenue, Ridgewood, NY 11385

Any payment(s) the Provider has already processed before the requested cancellation date will be completed by the Provider. All Scheduled Payments including recurring payment will not be processed once Bill Pay is cancelled. The Provider may terminate or suspend Bill Pay to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. If Bill Pay is terminated, any future, prescheduled bill payments made through Bill Pay will also be terminated.

3. **DISPUTES.** In the event of a dispute regarding Bill Pay, you and the Provider agree to resolve the dispute by looking to this Bill Pay Agreement. You agree that this Bill Pay Agreement is the complete and exclusive statement of the agreement between you and the Provider which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Provider relating to the subject matter of this Bill Pay Agreement. If there is a conflict between what an employee of the Provider or Customer Service Department says and the terms of this Bill Pay Agreement, the terms of this Bill Pay Agreement will prevail.
4. **ASSIGNMENT.** You may not assign this Bill Pay Agreement to any other party. The Provider may assign this Bill Pay Agreement to any future, directly or indirectly, affiliated company. The Provider may also assign or delegate certain of its rights and responsibilities under this Bill Pay Agreement to independent contractors or other third parties.
5. **NO WAIVER.** The Provider shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Provider. No delay or omission on the part of the Provider in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
6. **CAPTIONS.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Bill Pay Agreement.
7. **GOVERNING LAW.** This Bill Pay Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions.
8. **EXCLUSIONS OF WARRANTIES.** BILL PAY AND ITS RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING SHALL CONSTITUTE THE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR BILL PAY.

#### **D. PURCHASE REWARDS OFFERS -- END USER LICENSE AGREEMENT**

The following are the terms for use of the Purchase Rewards Offers application:

- I. **LICENSE GRANT AND RESTRICTIONS.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application ("Purchase Rewards Offers") to benefit from your debit card purchases.

In addition to the Purchase Rewards Offers, the term "Purchase Rewards Offers" also includes any other programs, tools, internet- based services, components and any "updates" (for example, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of Purchase Rewards Offers if and when they are made available to you by Ridgewood Saving Bank's vendor, Digital Insight ("Digital Insight") or their third party vendors. Certain Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of Purchase Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) perform or attempt to perform any actions that would interfere with the proper working of Purchase Rewards Offers or any services provided in connection with it, prevent access to or the use of Purchase Rewards Offers or any or services provided in connection with it by other licensees or customers; (vi) otherwise use the Purchase Rewards Offers or any services provided in connection with it except as expressly allowed under this Section I.

- II. **OWNERSHIP.** Purchase Rewards Offers is protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.
- III. **YOUR INFORMATION AND ACCOUNT DATA WITH DIGITAL INSIGHT.** You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access Purchase Rewards Offers or any services provided in connection with it, and your accounts with Ridgewood Savings Bank (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with Purchase Rewards Offers or any services provided in connection with it (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account with Ridgewood Savings Bank for Purchase Rewards Offers ("Account") or any services provided in connection with it, and ensuring that such authorized users comply with this End User License Agreement. You will be responsible for all electronic communications, including Account registration and other Account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify Ridgewood Savings Bank if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. Digital Insight reserves the right to deny your access to Purchase Rewards Offers or any services provided in connection with it (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform Digital Insight of, and hereby grant to Digital Insight and our third party vendors permission to use, Licensee Access Information to enable Digital Insight to



provide Purchase Rewards Offers or any services provided in connection with it to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

Digital Insight may use anonymous, aggregate information, which we collect, and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and Mobile/Online banking services available to you, some of which may rely on banking information maintained in your Accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which Digital Insight collects and stores, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

- IV. **THIRD PARTY SERVICES.** In connection with your use of Purchase Rewards Offers, or any other services provided in connection with it, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.
- V. **THIRD PARTY WEBSITES.** Purchase Rewards Offers may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under Digital Insight's or Ridgewood Savings Bank's control. Neither Ridgewood Savings Bank nor Digital Insight are responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Purchase Rewards Offers or any other services provided in connection with it is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will Digital Insight or Ridgewood Savings Bank be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.
- VI. **PURCHASE REWARDS OFFERS- DESCRIPTION OF SERVICE.**
  - 0. Purchase Rewards. You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, Digital Insight will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Account which is associated with the Purchase Rewards Offers program.
  - 1. Purchase Rewards Offers Account. You must use the debit card associated with the Purchase Rewards Offers Account in order to receive the offers which qualify

for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made Mobile/Online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the Account that received the Purchase Rewards offer in order for the purchase to qualify.

While Digital Insight and their merchants work hard to properly track and credit all eligible purchases, there may be times that they are unable to do so because of problems with your internet browser, the merchant's web site or Digital Insight's system. Please contact Ridgewood Savings Bank's support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by Ridgewood Savings Bank or do not have the designated deposit Account at the time of disbursement.

2. Liability. You understand and agree that Digital Insight and Ridgewood Savings Bank make no warranties and have no liability as to:
  - Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
  - The rewards information that Digital Insight provides to you, which is provided "as is" and "as available".
  - (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your Account(s) or to your Account information and any misappropriation, or alteration, of your Account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your Account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
  - Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

Ridgewood Savings Bank and Digital Insight reserve the right to amend this End User License Agreement or terminate Purchase Rewards Offers.