

Business Online Banking Agreement

The terms and conditions of this Business Online Banking Agreement (“**Agreement**”) governs your use of Business Online Banking (“**Online Banking**”) services offered by Ridgewood Savings Bank, (“**Bank**”), which permits you access to and perform transactions in your accounts via the online banking services selected by you and agreed upon by us (each a “**Service**” and, collectively, the “**Services**”). In this Agreement, the term “**Account**” means a commercial deposit or loan account held by you and accessible via the Services. The terms “Customer”, “you” and “your” refer to the depositor, its Principal User or an authorized User, as the context so requires. The terms “us,” “we,” and “our” refer to the Bank. Each time you use any of the Services described in this Agreement, you agree to the terms and conditions in existence at that time.

Other Agreements

Your use of Online Banking may be affected by your other agreements with the Bank, including, but not limited to, the Deposit Agreement and Disclosure Statement. This Agreement amends and becomes a part of your Deposit Agreement and Disclosure Statement. 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. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions which might impact the use of your account(s) in connection with Online Banking.

Using Online Banking

You are responsible for selecting all hardware and software, including but not limited to the web browser, so that they are compliant with the technical specifications for Online Banking published by the Bank from time to time. You and your Internet Service provider are responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet Service provider and systems and computer services. We have no responsibility or liability for any such problems you may encounter.

Online Banking provides information about and access to your Accounts and Services provided by the Bank in the United States. Your access to Online Banking may be limited outside of the United States. For example, access to the Services from countries identified as originators of excessive fraud are blocked as a measure to protect our customers.

The Business Online Banking service is provided “as is” without warranty of any kind, expressed or implied. We do not warrant that internet service will be uninterrupted or error free, nor do we make any warranty as to any results that may be obtained by use of internet service.

In order to use Service, you must have at least one Account with the Bank. To access your Account(s) via the Internet, you must have Internet access via an Internet Service Provider.

The following are ways to determine if your browser is providing a secure connection:

- A small window may pop up to tell you that this is a secure link and do you want to continue;
- Instead of the usual http:// you will notice that it has changed to https://. The “s” denotes secure mode;

Most secure browsers also have a small graphic, such as a padlock or key, that will appear in the bottom right hand corner of the screen, indicating a secure connection.

You agree that the Bank is entitled to act upon instructions received through Online Banking under your correct User ID and Password and any other applicable security procedures (collectively, your “**Access Credentials**”). You agree that you will not, under any circumstances, disclose your Password by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your Password and that Bank employees do not need and should not ask for your Password. You are liable for all transactions made by the use of your Password and agree that, if you give your Password to anyone, you do so at your own risk since anyone with your Password will have access to your Accounts. You may ask the Bank to disable online access to your Account during any Business Day.

Description of Services

Once you are notified that your Application is approved and you have set up a Primary User (and any other Users), subject to the scope of Services approved and the permissions implemented by the Primary User, you may access Online Banking to perform the following services:

- View account information;
- review posted transactions for the past 12 months and periodic statements for the past 6 months;
- review scheduled transactions;

- transfer funds between deposit accounts at the Bank on either a one-time or recurring basis;
- order checks for the business checking account(s);
- initiate stop payment orders; or
- pay bills.

Additional permissions and authorizations will be required for the following services, subject to availability at the time of account opening:

- initiate wire transfers; or
- originate ACH credit and debit entries.

You may be unable to access Online Banking services from certain countries outside the United States. Additional Services may be made available from time-to time, subject to the terms and conditions of this Agreement and/or a separate agreement. Subject to available funds, you may transfer funds between your Accounts using Online Banking in any amount.

Enrollment/Application Forms

To utilize Online Banking, you must complete and submit the Business Online Banking Registration Form ("**Application**"). You need to indicate which Accounts you desire to access using Online Banking (the "Accounts") and which of the Services you wish to utilize. The Accounts must be chosen by an authorized signer for each Account and the Accounts must have the same owner and tax identification number. The specific Services that are available to you are identified in the Form. Your signature(s) on the Application constitutes your acknowledgement that the terms of this Agreement apply to Online Banking and the Services that are selected.

Additional information relating to the Services is included in the online instructions and/or manuals provided to you and such materials are here by deemed incorporated by reference into this Agreement and made a part hereof.

Primary User (PU)

The PU is designated by the authorized signers as the person responsible for submitting a Business Online Banking User Access Form ("**Access Form**") to the Bank to add, change and/or delete users. Upon receipt and approval of your Application by the Bank, the PU will have all the functions that the Bank has approved. This approval may be limited as to both type of Service and the transaction limits (volume and/or amount) applicable to such Services. The Bank will assign a user code and temporary password to the PU. At the initial log in by the PU, he/she will be required to select a new User ID and change the temporary password. The PU is authorized to delegate all the transaction authority that he/she possesses to another User, except for the authority to designate another User as a PU.

IMPORTANT: The PU will be given access as a User to all Business Online Banking functions, and is solely responsible for setting up and managing permissions for any additional designated Users. The PU is responsible for ensuring that Users are informed of and abide by all requirements for using Online Banking and the selected Services, including but not limited to, the security procedures.

User Codes

After the PU obtains access to Online Banking, the PU may submit additional Access Forms to designate other persons as Users of some or all approved Services. At the direction of the PU, the Bank will issue a user code and a temporary password to each individual so identified by the PU. At the initial log in by each User, he/she will be required to select a new User ID and change the temporary password. Following the initial log in, all additional log-ins by a User will require the provision of an alpha-numeric code from a code generator that will be supplied for each User. Unless otherwise stated, the PU and each designated User referred to herein qualify as a User.

Limitations of Transfers and Payments

When you request a transfer between your Accounts or make a payment to a third party using any of the Services, you authorize the Bank to withdraw the necessary funds from your designated Account. You agree that you will instruct the Bank to make a withdrawal only when a sufficient available balance is in your Account at the time of withdrawal. If you do not have a sufficient available balance for a requested transfer, the Bank may either complete the transfer or payment - creating an overdraft - or refuse to complete the transfer or payment. In either case, the Bank reserves the right to impose an overdraft (O/D) or non-sufficient funds (NSF) fee.

Cancelling Transfers

You may cancel a future dated transfer between your Accounts by logging into Online Banking and deleting the pending transfer. Detailed instructions for canceling future dated transfers between Accounts can be found using the 'Help' feature that is available through Online Banking. You must cancel a future dated transfer between your Accounts; by no later than 11:59:59 PM Eastern Time (ET) of the calendar day before the date on which the transfer payment is scheduled to be made.

Stop Payment Requests

Stop payment requests for checks may be placed through Online Banking by any User and shall be considered to be written orders under New York law, as if they bore your signature. Upon acceptance by us, they will be valid for six (6) months unless renewed. A stop payment request must be received in a time and manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay the check. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid.

NOTE: You agree to receive and retain electronic copies of Stop Payment Requests that have been placed via the Online Banking system. You may receive paper copies of Stop Payment Requests that you have placed via the Online Banking system by visiting one of our banking offices. You may retain information about these electronic Stop Payment Requests in your computer and/or print them from your computer system. You also may place a Stop Payment Request by visiting one of our banking offices and using our paper-based system.

Business Day

The Bank's business days are Monday through Friday, excluding designated bank holidays (each, a "**Business Day**"). If you schedule a transfer between your Accounts or payment to a third party for a future date that is not a Business Day, the Bank will process your request on the first Business Day after the future date that is not a Business Day.

Fees and Charges

We will charge you the fee for Online Banking, if any, and the Services available through Online Banking as described in our Fee Schedule, including as it may be amended from time to time, and as such charges may be otherwise disclosed to you.

Periodic Statements

The Bank will provide you with a monthly account statement for your checking, money market, and savings accounts. The Bank will provide you with an account statement for your CD accounts at least quarterly, unless a statement is required more frequently under applicable laws or regulations.

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 ("CheckFree").
- "Provider" or "Bank" means Ridgewood Savings Bank through CheckFree.
- "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.
- "Payee Statement" is the periodic statement issued by a Payee from which information about your pending Bill Pay is obtained.
- "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" has the same meaning as is used in the Agreement.
- "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 Bill Pay but has not begun processing.
- "Electronic Bill" is a Payee Statement that the Bank is able to receive from your Payee. However, not all Payees are able to provide Electronic Bills.

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.

Bank 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 (as defined above) that is no later than the actual Due Date reflected on your Payee statement, unless the Due Date falls on a non-Business Day. Scheduled Payment Dates should be prior to any late date or grace period.

IV. 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:

1. 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;
2. 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;
3. 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,
4. 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.

V. 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 via automated clearing house (ACH) or issuing and sending a check to your Payee.

VI. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions presented within the Ridgewood Business Online Banking web site ("Business Online Banking") for using Bill Pay. There is no charge for canceling or editing a Scheduled Payment as long as Bill Pay has not begun processing a payment. If payment processing has started, it cannot be cancelled or edited and a stop payment request must be submitted.

VII. Stop Payment Requests

The ability of the Bank to process a stop payment request will depend on the payment method and whether or not a check has cleared. The stop payment must be received at a time that gives the Bank a reasonable opportunity to act on any stop payment request for which processing has begun. If you desire to stop any payment, you must contact Customer Service of Ridgewood Savings Bank at 718-240-4778 between the hours of 7:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time on Saturday. Although the Bank will make every effort to accommodate your request, we 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 Bank.

VIII. Prohibited Payments

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

IX. 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.

X. Bill Delivery and Presentment

Electronic bill delivery involves the presentment of Electronic Bills only. It is your sole responsibility to contact your Payees directly if you do not receive your Payee Statement(s). In addition, if you elect to activate electronic bill delivery, you also agree to the following:

Information provided to the Payee - The Bank is unable to update or change your personal information on file with the Payee, such as, but not limited to, name, address, phone numbers and e-mail addresses. You will need to make any required changes by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords to access all Payee sites that you provide to us. You also agree not to use someone else's access information or other means to gain unauthorized access to another person's Electronic Bill information.

Activation - Upon activation of an Electronic Bill, the Bank may notify the Payee of your request to receive electronic billing information at the Bank. 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 Payee Statement(s) is at the sole discretion of the Payee. While your Electronic Bill is being activated, it is your responsibility to keep your account at your Payee current. Each Payee reserves the right to accept or deny your request to receive Electronic Bills.

Notification - The Provider will use its best efforts to present each of your Electronic Bills promptly after receipt from the applicable Payee. In addition to notification within Bill Pay section of Business Online Banking, the Bank may send an e-mail notification to the e-mail address on file. It is your sole responsibility to ensure that this contact 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 Electronic Bills.

Cancellation of electronic bill notification – You acknowledge and agree that the Payee reserves the right to cancel the delivery of Electronic Bills to Bank at any time. You may cancel electronic bill delivery for one or more Payees at any time. The timeframe for cancellation of your electronic bill delivery may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Bank will notify your Payee(s) as to the change in status of your account at the Payee and it is your sole responsibility to make arrangements for an alternative form of bill delivery for such Payee. The Bank will not be responsible for presenting any electronic bills that have not yet been delivered because they are already in process at the time of cancellation.

Non-Delivery of Electronic Bill(s) - You agree to hold harmless the Bank, its affiliate companies, trustees, directors, officers, employees, service providers and agents against any claims of damages of any type, including costs and expenses and reasonable attorneys' fees, should the Payee fail to deliver your Payee 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 Bank is not responsible for the accuracy of your Electronic B(s). We are only responsible for presenting the information we receive in a Payee Statement 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.

XI. Password and Security

You agree not to give or make available your user name and 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 877- 772-4722 between the hours of 9:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, 9:00 a.m. and 2:00 p.m. Eastern Time on Saturday.

XII. Questions

In case of questions about Bill Pay or Bill Delivery, you should notify our Bill Pay service center via one of the following:

1. By telephone at 877-370-1783 during customer service hours;
2. By using the e-messaging feature available in the Bill Pay section of Business Online Banking; and/or,
3. Write to us at:
 - a. Ridgewood Saving Bank – Business Bill Payment
P.O. Box 182477 Columbus, OH 43218-2477

XIII. Disclosure of Account Information to Third Parties

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

1. Where it is necessary for completing Bill Pay transactions;
2. Where it is necessary for activating additional services for Bill Pay;
3. In order to verify the existence and condition of your Payee;
4. In order to comply with a governmental agency or court orders; or, if you give Provider your written permission; and
5. As explained in Ridgewood Saving Bank's Privacy Disclosure provided to you.

XIV. 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.

XV. Failed or Returned Transactions

By 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 available 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:

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 Bank for any fees assessed as a result of the return of a Bill Pay;
3. You will reimburse the Bank for any fees it incurs in attempting to collect the amount of the return from you; and,
4. The Bank is authorized to report the facts concerning the return to any credit reporting agency.

XVI. Payee Limitation

The Bank reserves the right, in its sole discretion, to refuse to pay any Payee to whom you may direct a payment. The Bank will notify you promptly if we decide 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.

XVII. Returned Payments

By 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.

XVIII. Information Authorization

Through your enrollment in Bill Pay, you agree that the Bank reserves the right to request a review of your credit rating from time to time at its own expense through an authorized bureau about the Customer and for any authorized signer. In addition, you agree that the Bank reserves the right to obtain financial information regarding your account from a Payee or another financial institution (for example, to resolve payment posting problems or for verification).

XIX. Bill Pay General Terms and Conditions

1. **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 as required by applicable law or regulation. 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 Bill Pay services available in Business Online Banking and/or related materials, which may be significant. Consequently, the Bank reserves the right to terminate this Bill Pay Agreement as to an existing version of the Bill Pay service and require Customer to access the current updated version of Bill Pay.
2. **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 Business Online Banking or by contacting the Customer Service. The Provider is not responsible for any payment processing errors or fees incurred if you do not provide accurate contact information.
3. **Termination, Cancellation or Suspension.** In the event you wish to cancel Bill Delivery and/or Bill Pay, you may have the ability to do so through Business Online Banking, or you may contact Ridgewood Savings Bank's customer service via one of the following:
 - a. Telephone Ridgewood Savings Bank at 718-240-4778 during customer service hours; and/or
 - b. 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 and act upon it):at: Ridgewood Savings Bank Electronic Banking Department 71-02 Forest Avenue, Ridgewood, NY 11385

Any payment(s) that the Bank has already begun processing before the requested cancellation date will be completed. All Scheduled Payments including recurring payment will not be processed once Bill Pay is cancelled. The Bank 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.

4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.

Electronic Statements

Enrollment for electronic delivery of your periodic statements (“eStatements”) is available. If you enroll in eStatements, we will provide you with a separate agreement for the eStatement Service at that time.

Generally, your PU may enroll you in eStatements. Once enrolled, we will prepare and issue a periodic statement, including all related notices and disclosures, electronically for each of your Account(s). The Bank will alert you that your periodic statement(s) are available on a monthly or quarterly basis, as applicable, by sending a message to the e-mail address you have provided to the Bank to receive such notices. You will be required to log into Online Banking to access your periodic statement. You will be able to view, download and/or print the electronic statement at your convenience.

Customer Liability

You are responsible for maintaining the confidentiality of your Access Credentials. You understand and agree that you are responsible for all transactions incurred using your Access Credentials. You agree to issue Access Credentials only to those individuals designated by the PU to be authorized to use Online Banking or a particular function level in Online Banking. Any User who discloses his/her Access Credentials and anyone who has access to your Access Credentials will have full access to the services that such User can perform on Online Banking, including full access to your accounts. The User’s authority will be limited only to the extent that the applicable Access Credentials were established for a User with limitations on the functions that could be performed by such User. We are entitled to presume that all communications containing proper Access Credentials are authorized by the User associated with them and to act upon such communications and instructions, and you agree to be bound by any transaction performed by any person using valid Access Credentials for a User. You assume full responsibility and liability for the consequences of any misuse or unauthorized use of or access to Online Banking Services or disclosure of any confidential information or instructions of yours by your employees, agents or other third parties that gain access to Access Credentials.

Contact in Event of Unauthorized Access

Tell us AT ONCE if you believe any of your passwords have been lost, stolen or otherwise available to an unauthorized person or that someone has transferred or may transfer money from your account without your permission. Telephoning the Bank is the best way of keeping your possible losses down.

Telephone the Bank at: **(718) 240-4800, or**

Write to the Bank at:

**Ridgewood Savings Bank 71-02 Forest Avenue
Ridgewood, New York 11385**

Limitation of Liability; Indemnity

Notwithstanding any other provision in this Agreement, unless otherwise prohibited by law, our sole responsibility for an error by us or our third party provider in transferring funds or otherwise arising from or relating to this Agreement and the Services will be to correct any errors, but in no case will we be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to business online banking service or our performance hereunder.

You agree to indemnify and hold us harmless from any and all claims, demands, actions, suits, damages, judgments, liabilities, costs and expenses, and attorneys' fees arising out of or resulting from your use of Online Banking, the Services or your breach of any of your obligations under this Agreement. Your obligation to indemnify us shall survive termination of this Agreement.

Confidentiality

The Bank will disclose information to third parties about your account or the transfer you make:

- when it is necessary for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- to comply with a government agency or court orders; or
- if you give the Bank permission in writing.

Changes in Terms or Termination

The Bank may change the terms of this Agreement from time to time and will notify you of such changes by mail or by electronic message, as required by law. Your continued use of Online Banking after the effective date of a change in terms change will serve as your acceptance of such changes. In the event of any conflict, between the terms of this Agreement and the Terms and Conditions and disclosures related to your Account, the terms of this Agreement shall govern with respect to the Services described herein.

The Bank also reserves the right to cancel this Agreement at any time, with or without cause and without prior notice. You may also terminate your access to Online Banking. The termination of your access to Online Banking will automatically terminate any pending transfers between your Accounts, online bill payments and other transactions in other approved Services. Examples of when the Bank may cancel this Agreement and the use of the Online Banking service without prior notice include, but are not limited to the following:

- if you breach this or any other Agreement the Bank may have with you;
- if the Bank has reason to believe that there has been or may be an unauthorized use of your Password or account(s);
- if there is conflicting claims as to the funds in any of your account(s);
- if you request the Bank to do so;
- if you do not access the system for a period of 365 days or longer.

Third Parties

You understand that the Services, including their support, relating to Online Banking may be provided by third parties and you authorize us to contract and interact with such third parties to provide the Services and support contemplated by this Agreement. You hereby release us from any liability for failures, acts or omissions of any third party system operator, including, but not limited to, unauthorized access to theft or destruction of your information or instructions.

Electronic Agreement to Business Online Banking Agreement

I am an Authorized Signer of the Account(s) referenced on the application submitted for Business Online Banking. I have read and understand the agreement and agree to be bound by all of its terms and conditions.

Information Provided Electronically. In order to use Online Banking and the Services offered in connection with it, you must consent electronically to receive and accept the terms and conditions of the Agreement presented above, including as it may be amended from time to time.