



## Electronic Records Disclosure and Online Banking Agreement

You must read and agree to these terms and conditions prior to using Online Banking.

### Electronic Records Disclosure

And

### Online Banking Service Agreement

Please read Parts I and II below carefully and print and retain a copy for your records. Part I informs you of your rights and the terms and conditions associated with receiving certain *information* electronically. Part II describes the specific terms and conditions applicable to Amalgamated Bank's Online Banking Service including BILL PAYMENT SERVICES.

Your acceptance of the terms and conditions of Parts I and II (demonstrated by clicking the "CONTINUE" button) is required in order for you to be able to enjoy the convenience of Online Banking Services.

Throughout this Electronic Records Disclosure and Online Banking Service Agreement ("Agreement" ), the words "Bank," "we," "our" and "us" refer to Amalgamated Bank, and the words "you" and "your" mean the person(s) whose accounts may be accessed through our Online Banking Service ("Online Banking Services "). Any references made to "Eastern Standard Time", "EST" or "New York Time" throughout this Agreement and on any transaction screen specifically relate to prevailing New York Time. The Online Banking Services consists of those services available through our Online Banking Service, including our Bill Pay (the terms of which are set forth in Part II, Paragraph M below) External Transfers, Person-to-Person Payments ("P2P") and Mobile Banking Services. If you elect to obtain our External Transfer, P2P or Mobile Banking Services, you may be required to enter into additional agreements governing such services.

## **Part I. Electronic Records Disclosure**

**A. INTRODUCTION.** This is our Electronic Records Disclosure and informs you of your rights and the terms and conditions under which you can enjoy the convenience of Online Banking to receive certain information electronically. When you choose to use our Online Banking Service you will be receiving information in an electronic format. This information will be referred as the "**Records**" and includes this Agreement, the terms and conditions of our External Transfer, Person-to-Person (P2P) transfers/payments and Mobile Banking Services, if applicable, any required disclosures, including, but not limited to, disclosures required by the Electronic Funds Transfer Act, Gramm - Leach Bliley Act (privacy policy), Truth in Savings Act and all implementing regulations to such statutes, all updates and additions to the Agreement and the terms and conditions of the External Transfer, P2P and Mobile Banking Services, and other communications involving our Online Banking Service and your transactions.

**B. CONSENT.** We need your consent to provide the Records electronically. This Electronic Records Disclosure informs you of your rights and the terms and conditions under which Records will be provided to you electronically. By clicking the "CONTINUE" button, you acknowledge receipt of this Electronic Records Disclosure and agree to the electronic delivery of the Records. If you do not want to receive the Records electronically you should exit the enrollment option on our website and your enrollment process will be discontinued.

**C. EQUIPMENT REQUIREMENTS AND SYSTEM ACCESS.** The following lists the hardware and software requirements necessary for access to and retention of the Records being provided to you in electronic form. By consenting to receive the Records electronically, you will also be verifying you meet the necessary hardware and software requirements to view the Records.

- A personal computer or other device with Internet access is required to access our Online Banking Services.
- A web browser which supports 128-bit SSL encrypted communications
- Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader (available at <http://www.adobe.com/products/acrobat/readstep2.html>).



Our online banking system will be available twenty-four (24) hours a day, seven (7) days a week unless we are conducting necessary maintenance or upgrades.

**D. RIGHT TO PAPER COPIES.** At your request we will provide a copy of a Record in a paper based form. You must submit your request in writing to us at **Amalgamated Bank, 275 7th Avenue, New York, NY 10001 Attention: Online Banking Support**. There is no charge for this service. Charges for copies of materials concerning your accounts with us (e.g. request for an additional copy of a periodic statement mailed to you) will be subject to the fee schedule provided with the account.

**E. RIGHT TO WITHDRAW CONSENT.** You may withdraw your consent to receive the Records electronically at any time by writing to us at **Amalgamated Bank, Online Banking Support, 275 7th Avenue, New York, NY 10001**; call us at **800-662-0860** or email us at **ab-online@amalgmatedbank.com**. If you withdraw you will no longer have access to our Online Banking Services.

**F. UPDATING YOUR CONTACT INFORMATION.** By consenting to receive any Record electronically you agree to provide us with your electronic contact information, such as your email address, and to promptly update it whenever it changes. You may change your contact information by contacting us in accordance with Part I Paragraph G below.

**G. CONTACT US.** To update your information or to withdraw your consent to receive Records electronically, write to us at **Amalgamated Bank, Online Banking Support, 275 7th Avenue, New York, NY 10001**; call us at **800-662-0860** or email us at **ab-online@amalgmatedbank.com**.

## **Part II. Online Banking Services**

**A. IN GENERAL.** This part of the Agreement explains the rules and regulations that govern your Internet transactions through our Online Banking Service and constitutes your agreement to abide by them. Also contained in this part is the information we are required by federal law to provide you about electronic funds transfers pursuant to the Electronic Funds Transfer Act.

**B. ELIGIBILITY REQUIREMENTS.** Online Banking is for natural persons accessing accounts maintained for consumer purposes that are primarily for personal, family or household use. To enroll



in our Online Banking Service you must have at least one account with the Bank. Eligible accounts include checking, savings, money market savings, certificates of deposit, individual retirement accounts. If you have questions about eligibility please contact us at the number listed above. You may also contact us at [ab-online@amalgamatedbank.com](mailto:ab-online@amalgamatedbank.com).

**C. YOUR AGREEMENT.** You (including anyone you authorize to use the Online Banking Services) agree to comply with the rules, regulations, terms and conditions and operating policies and procedures in effect from time to time that apply to the Online Banking Services. If you do not agree you may not use the Online Banking Services. By using the Online Banking Services you consent to the electronic transmission of personal financial information and your consent will be deemed to remain in effect until your use of the Online Banking Services is cancelled by you or by us. The rules, regulations, and terms and conditions that govern your deposit accounts shall continue to govern those accounts, except as specifically provided herein. Whenever you use our Online Banking Services or permit any other person to use our Online Banking Services, you are agreeing to the terms and conditions as stated in this Agreement and any amendments we may make to this Agreement, as posted on our website from time to time. You will be informed of any amendments we make to this Agreement as required by law. You should thoroughly review the information contained in this Agreement and make a copy for your records.

**D. ENROLLMENT.** To enroll and use our Online Banking Services you must follow the enrollment instructions for online banking and submit your enrollment information. By submitting your enrollment information to us you acknowledge and agree that the terms and conditions set forth herein shall apply to our provision of Online Banking Services to you, and you acknowledge that you have received and read the disclosures contained herein. Certain Online Banking Services (such as External Transfers, Bill Pay, P2P and Mobile Services) may require additional enrollment through our online banking system.

Once the enrollment information has been submitted and accepted by us you will be requested to select your unique User ID and Password. You should safeguard your User ID and Password at all times. You agree not to give or make available your User ID and Password or other means to

access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Online Banking Service.

**E. ONLINE BANKING TRANSACTIONS.** Through our online banking system you may conduct the following transactions on your eligible accounts (some of the following functionality may not be available via your mobile device).

- *View Account Balance/History* – review account balance and account history information.
- *Statements* - view your online account statements and request hard copies of your statements. You may also request copies of paid checks you have issued.
- *Stop Payments* - place stop payment orders on checks you have issued.
- *Internal Transfer* - transfer funds between your accounts with us (any online banking transfers conducted after 10:00pm EST will be posted to your account on the next business day).
- *Loan Payments* - make payments to your Consumer Loan and Line of Credit accounts you have with us.
- *Address Change* - submit a change of address form.
- *Check Orders* – order additional checks for your account(s).
- *External Transfers\** – transfer funds from your account with us to your account at another financial institution
- *Person-to-Person Payment\** – make payments to another individual using their banking account information or mobile phone number or email address.
- *Bill Pay* – allows you to pay your bills electronically.

\*May be subject to additional terms and additional fees may apply.

**F. STATEMENTS.** Transactions you make through our Online Banking Services will appear in detail on your regular monthly statements. Statements will be mailed to the current address or, if selected by you, delivered electronically to your email address you have on file with us. You must notify us in writing if you change your mailing address. To receive statements electronically you will need to enroll in our electronic statement service.

**G. TIMELINESS OF INFORMATION.** The information made available through our Online Banking Service is the information posted from time to time on our deposit system in the ordinary course of business during New York banking hours and is intended for reference only. Your actual available balance may be lower than your current balance displayed on the screen. This online balance



information is for your informational purposes only and is not the same as your monthly periodic statement. Our official monthly periodic statement will control if there is any conflict with the information displayed on your screen through our online banking system and your monthly periodic statement. We shall not be liable to you for any loss incurred or damage suffered by you as a result of your reliance on such information.

**H. ACCOUNT LIMITATIONS.** You may make unlimited transfers from your regular checking account(s). The following events will probably never happen, but they are provided for by law: Amalgamated Bank can, at any time, require at least seven (7) days' notice prior to allowing a withdrawal from a NOW, Statement Savings or Money Market Account. There is no limit on the number of transfers you may make from a NOW Account within a statement period. There is no limit on the number of in-person deposits or withdrawals you can make to or from these accounts. Transfers from Savings and Money Market Accounts to another account or to third parties by preauthorized, automatic, telephone or Internet banking transfers are limited to six per statement cycle. Exceeding these limits may result in the reclassification or closing of your account.

**I. LOAN PAYMENTS.** Only current payments will be accepted in the amount billed or greater. Any additional amount over and above the current payment will be applied in accordance with the terms of your loan agreement with us. Any short payments will be refused.

**J. STOP PAYMENT ORDERS.** You agree that your stop payment orders on checks written from your deposit accounts with us and given through our online banking system shall, when received and accepted by the Bank, have the same effect as written stop payment orders delivered to your Branch. Stop payment orders are effective only for six months unless renewed before the stop order has expired. We will not be liable for any loss that results from payments that are contrary to a stop payment order unless we receive it in enough time to permit us a reasonable opportunity to act before we become legally responsible for making the payment. Stop payment orders submitted to the Bank via the online banking system at or before 3:00 p.m. EST will be processed on the same business day. Stop payment orders submitted after 3:00 p.m. EST will be processed on the following business day. If you wish to place a stop payment order for same day processing after the cutoff time, you need to contact your branch during regular banking hours.

**K. FEES AND CHARGES.** There is currently no fee to access our Online Banking Services. However certain fees may apply for conducting certain transactions and using certain online services, such as P2P and Expedited Bill Payment services. Please review our Fee Schedule that you received when you opened your account(s) to determine the fees and charges that may apply. You can also review our Fee Schedule on [www.amalgamatedbank.com](http://www.amalgamatedbank.com). Fees for using Online Banking Services are in addition to the standard charges for your accounts that apply without regard to Online Banking Services. Activity fees that normally apply to your account(s) or other charges such as return item fees or stop payments will remain in effect. These fees and charges have been separately disclosed to you in our Fee Schedule. You are responsible to pay any other charges you may incur in connection with your use of Online Banking Services, such as long distance charges, data charges, mobile carrier charges or internet service provider fees. You agree to pay any additional fees and charges for Online Banking Services you request that are not covered by this Agreement.

**L. MOBILE BANKING SERVICES.** Your enrollment in our Online Banking Services may include access to products and services through a mobile device ("Mobile Services"), such as compatible smart phones and tablets. Mobile Services may include without limitation, short message service (SMS) text messaging, mobile web banking, mobile check deposit and banking initiated by means of a downloadable application. By using our Mobile Services, you agree to the following terms and any additional terms and conditions applicable to specific Mobile Services, such as SMS text messaging, mobile check deposit and the downloadable mobile application. You agree that we may send you information relative to Mobile Services through your wireless provider in order to deliver them to you and that your wireless provider is acting as your agent in this capacity. You represent that you are the owner, or authorized user of the mobile device you use to receive the Mobile Services, and that you are authorized to approve the applicable charges. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-



mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under the preceding sentence shall survive termination of the Agreement. You understand and agree certain services may not be encrypted and may include confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described in this Agreement is available through Mobile Services. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. Functionality may also vary based on the mobile device you use. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the online banking website without the use of a mobile device. Information available directly through the online banking website without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in this Agreement or on our online banking website), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through our online website without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Your wireless service provider's standard rates apply to Internet (data) access and SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your data and messaging rate plans. Your wireless provider may impose data access, message and/or charge limitations that are outside of our control, for using Mobile Services on your account.



All such charges are billed by and payable to your wireless provider. You are responsible for any charges and fees from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider. Certain Mobile Services (or portions thereof) may not be available outside of the United States. If you are using Mobile Services outside of the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

#### **M. BILL PAYMENT SERVICE**

**(1) Bill Pay Service.** Our Bill Pay service allows you to pay your bills electronically. As a general rule, you should avoid the use of the Bill Pay Service for time critical transactions. We will make every effort to process your payments in a timely and accurate manner. We will not be responsible for problems that may develop as a result of your failure to maintain sufficient funds in your account. You are also responsible for any incorrect information provided by you or errors you may have made in setting up your payments. You are responsible for the full amount of any bills paid on your behalf and any related late charges and insufficient funds charges that are the result of your error. Failure to resolve such issues will result in the termination of your service.

**(2) Definitions:** The following definitions apply to the Bill Pay service:

"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 Bill Pay service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Receive Date).

"Payment Account" is the checking account you select to debit for a bill payment to be made.

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

"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.

"Receive 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 Receive Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

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

**(3) Payment Scheduling.** The earliest possible Receive Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the Bill Pay service when you are scheduling the payment. Therefore, the Bill Pay service will not permit you to select a Receive Date less than the earliest possible Receive Date designated for each Payee. When scheduling payments you must select a Receive 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 Receive Date that is at least one (1) Business Day before the actual Due Date. Receive Dates must be prior to any late date or grace period.

**(4) Bill Pay Guarantee.** Due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. We 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 Part II, Paragraph M.3 ("Payment Scheduling") above.

**(5) Payment Authorization and Payment Remittance.** By providing us with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions we receive through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Receive Date designated by you. You also authorize us to credit your Payment Account for payments returned to

us by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay service.

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

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

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

**(6) Payment Methods.** We reserve the right to select the method in which we 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 (funds remitted to the Payee are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

**(7) Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the bill pay application. There is no charge for

canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**(8) Stop Payment Request.** Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We 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 our Online Banking Support at **800-662-0860**. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We 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 such service as set out in our Fee Schedule. Please review our Fee Schedule at [www.amalgamatedbank.com](http://www.amalgamatedbank.com)

**(9). Prohibited Payments.** Payments to Payees outside of the United States or its territories are prohibited through the Bill Pay service.

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

**(11) Cancellation or Suspension.** In the event you wish to cancel Bill Pay, you may have the ability to do so in accordance with Part II, Paragraph P (“**Cancellation and Suspension**”) below. Any bill payment(s) we have already processed before the requested cancellation date will be completed. All Scheduled Payments including recurring payments will not be processed once the Bill Pay Service is cancelled.

**(12) Payee Limitation.** We reserve the right to refuse to pay any Payee to whom you may direct a payment. We 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.

**(13) Returned Payments** In using Bill Pay, you understand that Payees and/or the United States Postal Service may return payments to us 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. We 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 us.

**(14) Bill Pay Limits:** There are transaction limits for payments made through the Bill Pay Service. Individual transactions may not exceed \$9,999.99. Daily transactions may not exceed \$20,000. We reserve the right to change from time to time the dollar amount of bill payment you are permitted to make using our Bill Pay Service.

**(15) Additional Bill Pay Features.** (Additional fees may apply)

**(A) Expedited Bill Pay.** This additional bill pay feature allows you to pay your bills faster. In most instances, through Expedited Bill Pay you can make a bill payment the next business day. Except as otherwise set forth below, the terms of the Bill Pay Service apply to Expedited Bill Payments.

(i) Delivery By Date. When initiating an Expedited bill payment, the system will inform you of the "Delivery By Date". The "Delivery By Date" is the date your payment will be received by the Payee.

(ii) Debiting Your Account. By using Expedited Bill Pay you acknowledge that your Payment Account will be debited immediately (in real-time) when you initiate the payment request.

(iii) Limited Payees. Expedited Bill Pay is not available for all Payees. You can only make bill payment payments to those Payees that have registered with our Expedited bill pay system.

(iv) No Stopping or Editing Expedited Payments. You may not stop or edit an Expedited Bill Pay because your payment request is processed immediately.

(v) No recurring or future Expedited Bill Payments. You may not schedule recurring payments or payments to occur at a future date using the Expedited Bill Pay feature.

(vi) Convenience Fee. Expedited Bill Pay payments may be subject to a **convenience fee**. Please see our Fee Schedule at [www.amalgamatedbank.com](http://www.amalgamatedbank.com) for more information. We will notify you of such convenience fee in advance of the payment. If you choose to proceed with the Expedited bill payment, you authorize us to debit your Payment Account in the amount indicated, which will include your bill payment request and the applicable convenience fee. Fees for using the Expedited Bill Pay service are in addition to the standard charges for your Payment Account that apply without regard to your use of the Expedited Bill Pay service.

(vii) Expedited Bill Pay Limits. Individual Expedited Bill Pay transactions may not exceed \$5,000.

**(B) Bill Delivery and Presentment.** This feature is for 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 the Service's electronic bill options, you also agree to the following:

(i) Information provided to the Payee – We are 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. We may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about service and/or bill information.

(ii) Activation - Upon activation of the electronic bill feature we 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.

(iii) Authorization to obtain bill data - Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

(iv) Notification – We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay service, we may send an e-mail notification to the e-mail address listed for your 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 the Bill Pay service 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.

(v) 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. We 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. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(vi) Non-Delivery of electronic bill(s) - You agree to hold us 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.

(vii) Accuracy and dispute of electronic bill – We are not responsible for the accuracy of your electronic bill(s). We are 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.



(viii) Payee Liability - This Bill Delivery and Presentment service does not alter your liability or obligations that currently exist between you and your Payees.

#### **N. EXTERNAL TRANSFERS AND PERSON-TO-PERSON PAYMENTS.**

**(1) External Transfers** - You may use our External Funds Transfer Service to transfer funds between your account with us and accounts with other financial institutions. This service requires additional enrollment through online banking and is subject to additional terms and conditions. Additional fees may apply.

**(2) Person-to-Person (P2P) Payments** - You may use the P2P service to transfer funds from your account(s) to another individual by using their bank account number, mobile phone number or email address. You may also be able to send money to a recipient's third party processor account, such as PayPal™. You may not schedule future payments using P2P. This service requires additional enrollment through online banking and is subject to additional terms and conditions. Additional fees may apply.

#### **O. REGULATION E DISCLOSURE STATEMENT FOR ELECTRONIC FUNDS TRANSFERS**

**(1) Customer Liability for Unauthorized Electronic Transfers.** Tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Password without your permission.

If you do NOT tell us within two (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 \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement showing such transfer was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped



someone from taking the money, if you had told us in time. If a good reason (such as a long trip or a hospital stay), kept you from telling us, we will extend the time periods.

**(2) How to Contact Us.** If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without permission, call **800-662-0860**, or write to: **Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support.**

**(3) Business Days and Business Hours.** For the purpose of these disclosures, our business days are Monday through Friday. Bank holidays, Saturdays and Sundays are not included. While online banking system is available twenty-four (24) hours a day, seven (7) days a week (subject to maintenance and upgrades), our Online Banking Support is available only Monday through Friday, 8 A.M. to 8 P.M. EST or Saturday 9 A.M. EST.-1 P.M. EST.

**(4) Our Liability For Failure to Make a Transfer.** If we do not properly complete a transaction according to this agreement or any superseding or special agreement with you, we will not be liable in any event for losses or damages in excess of the amount of the transaction. However, there are some exceptions. We will NOT be liable, for instance, if:

- Through no fault of our own, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on your line of credit, if any.
- If you have not given us complete, accurate and current instructions so that we can make a transfer or payment
- The system was not working properly and you knew about the breakdown before you started the transfer.
- Circumstances beyond our control (such as fire or flood) prevent the transfer from taking place despite reasonable precautions that we have taken.
- You attempted transfers on accounts not authorized or on ineligible accounts.
- The transfer could not be completed due to your mistake.
- The transaction would exceed any limits applicable to the online service you are using
- The funds in your account(s) are not available.

- The funds in your account(s) are subject to legal process, lien, or other encumbrances restricting transfers.
- Your Password has been reported lost or stolen.
- We have good reason to believe the transfer request is unauthorized.
- An account holder is deceased.
- Federal, state or local law prevented us from completing the transfer.

There may be other exceptions provided by applicable law, or in the agreements, disclosures and instructions governing your account(s) provided by us, as amended or modified from time to time

**(5) In Case of Error or Questions about Your Electronic Transactions.** Telephone the Online Banking Support at **800-662-0860** as soon as you can if you think your statement or transaction record is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears.

**You must:**

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

You can also write to **Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support.**

If you tell us orally, you may be required to send us your complaint or questions in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you (20 days for new accounts) and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 days for new accounts) for the amount you think is in error so that you will have use of the money during the time

it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account. (An account is considered to be a "new account" if it has been opened for 30 days or less and the account holder has no prior existing transaction account relationship with us.)

We will tell you the results within three (3) 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.

**(6) Disclosure of Information to Third Parties.** We will disclose information to third parties about your account(s) or the transfers that you make:

- Where it is necessary for completing transfers or to resolve errors involving your account;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau, merchant or payee;
- In order to comply with government agency or court orders;
- With your written permission; or
- As otherwise provided in our Privacy Policy, a copy of which is available on our website [www.amalgamatedbank.com](http://www.amalgamatedbank.com).

**P. CANCELLATION OR SUSPENSION.** You may cancel our Online Banking Services at any time by notifying us by email, in writing or calling us. You may submit your instructions via email to [ab-online@amalgamatedbank.com](mailto:ab-online@amalgamatedbank.com), by calling us at **800-662-0860** or by mailing your written request to:

**Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support.**

We may terminate or suspend your use of our Online Banking Services (or any portion thereof) at any time for any reason. If we do so we will notify you; however, if we find it necessary to terminate or suspend your use of our Online Banking Services (or any portion thereof) for security reasons, we suspect suspicious activity or because of your abuse of such services (such as multiple overdrafts), we will not provide you with notice in advance. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement.

**Q. AMENDMENTS.** We reserve the right to change or amend the terms of this Agreement and other additional terms and conditions for our Online Banking Services at any time. If we do so, we will provide you with notice as required by law. However, if the change is made for security purposes, we can implement such change without prior notice. You agree that if you continue to use the Online Banking Services after we notify you of any change, you thereby accept the changes to the Agreement and/or additional terms and conditions for Online Banking Services and agree to be bound by this Agreement and/or such other additional terms and conditions for Online Banking Services, as amended.

**R. SEVERABILITY.** If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

**S. ENTIRE AGREEMENT.** This Agreement, including all agreements and other documents incorporated by reference, embodies the entire agreement between the parties. Any oral agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**T. GOVERNING LAW AND OTHER TERMS.** Regardless of where you access our Online Banking Services, or live or work, this Agreement, and, except as otherwise expressly provided for in an account, loan or other agreement with us or as otherwise required by applicable law, any information provided through our Online Banking Services and any dispute arising out of or in connection with your use of our Online Banking Services will be governed by the laws of the State of New York, without regard to its principles of conflicts of laws. You also consent to the exclusive jurisdiction of courts in the City and State of New York in connection with such disputes. You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third party service providers. We do not waive our rights by delaying or failing to exercise them at any time. The captions of sections/paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**U. LEGAL NOTICES.** We believe the information contained in our Web Site and related links to services such as our Internet Banking and Bill Payment Service is correct and accurate. We will make every reasonable effort to maintain these systems in accordance with industry standards. We do not represent, warrant or guarantee the accuracy, effectiveness or completeness of the information and systems provided on this site. Any link provided from this site to another site does not imply endorsement of any products or services offered through that site. We will not be liable for any damages or losses that may result from the failure of our systems or those of our approved agents. We will not be responsible for losses or damages that may result from your use of our Internet Services such as computer viruses, equipment failure or problems with any software you use to access these services. We do not provide technical support or operating assistance for software not provided by us.