

Deposit Statement Terms and Conditions

ELECTRONIC STATEMENT DISCLOSURE

Definitions: The words "we," "us," and "our" refer to Amalgamated Bank with whom you have your deposit account ("Account"), and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s) listed on the Account Access page. As used in this Disclosure, "Communication" means any Account's periodic statement, or associated authorization, agreement, disclosure, notice, record or other information related to your Account's periodic statement, including but not limited to information that we are required by law to provide to you in writing.

1. The Waiver.

This Paperless Statement E-Sign Disclosure ("Disclosure") applies to the following personal Account types you have with us that you currently access through Online Banking: Checking, Money Market, Statement Savings and Holiday Club. If you are the primary account holder, your election to waive the mailing of paper statements applies to all accounts in these categories, whether they are currently open or at any time in the future that you do open them. When you elect to waive receipt of paper statements with respect to your Accounts, you agree that we may provide you with any Communications in electronic format, and that we will discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. For some accounts, we may continue to send you paper statements until the time we have the ability to deliver them electronically. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Account
- Periodic disclosures or statements for your Account(s)
- Notices or disclosures about a change in the terms of your Account
- Privacy policies and notices

2. Method of Providing Communications to You in Electronic Form.

In general, Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the

time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.

3. Note:

When your periodic statement is available on our website for you to view, we will send you an email notice. Please log into your Online Banking Account to view your statement.

4. Requesting Paper Copies.

On an exception basis you may obtain a paper copy of an electronic communication; statement, check image etc., provided that such request is made no later than seven years after we first provided the electronic statement to you. You can request a paper copy by submitting a request either online via the Secure Forms page of Online Banking, by calling us at 1-800-662-0860 or contacting us in person to an Amalgamated Bank branch. Refer to our fee schedule for applicable charges. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

5. Availability of Communications in Electronic Form.

You may retrieve images of your statements, checks, and any notices we may include with your statements via Online Banking. These images are available online up to eighteen (18) months after they are first posted.

6. How to Withdraw Consent.

You may withdraw your consent to receive Communications in electronic form for any of your Accounts by submitting a secure email change request through the "Online Customer Support" option via Online Banking. You can also write to us at Amalgamated Bank, Online Banking Support, 275 7th Avenue, New York, NY 10001. We will not impose a fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. At our option, we may treat your provision of an invalid email address, or the malfunction

of a previously valid email address, as a withdrawal of your consent to receive electronic Communications.

7. How to Update Your Records.

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. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update your e-mail address through Online Banking.

8. Hardware and Software Requirements.

In order to access, view, and retain electronic Communications that we provide to you, you must have:

- A personal computer or other device with Internet access is required to access the Service
- A web browser which supports 128-bit SSL encrypted communications
- An email account and e-mail software capable of reading and responding to your e-mail
- 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>).
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.

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

By clicking the "Accept" button below, you agree that you have read and agree to the terms set forth in this Electronic Statement Disclosure; that your computer meets the hardware and software requirements listed above in this paragraph; and that you can access and view through the link immediately below a copy of this disclosure.

9. Communications in Writing.

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of your Paperless Statements, this Disclosure, and any other Communication that is important to you.

10. Termination/Changes.

We reserve the right, at our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

11. Federal Law.

You acknowledge and agree that your consent to electronic statements is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.