

External Transfers Term and Conditions

IMPORTANT: To enroll in the External Funds Transfer Service you must consent to receive notices and information about the Service electronically. You must have the ability to receive and retain electronic communications before you accept this External Funds Transfer Service Agreement.

1. GENERAL. This External Funds Transfer Agreement sets forth the terms and conditions under which you may from time to time request a transfer of funds between your accounts with us and your accounts at another United States financial institution.

By clicking the "Continue" button, you consent to the receive information electronically and agree to the terms and conditions set forth in this Agreement. We reserve the right to provide information and notices about the External Funds Transfer Service to you by non-electronic means.

2. DEFINITIONS

"Account" or "Accounts" means your eligible accounts with the Bank and your accounts with other financial institutions that are used in connection with the Service.

"Account Agreement" means our Account terms and conditions that governs your accounts with us, a copy of which you received when you opened your account.

"Bank," "we," "us," "our" and any other variation thereof refers to Amalgamated Bank.

"Business Day" means any day that is not a Saturday, Sunday or bank holiday in New York.

"EST" means Eastern Standard Time.

"Service" means the External Funds Transfer Service

"You" and "your" refer to you as the user of the Service

3. ACCEPTANCE OF THE AGREEMENT. This Agreement sets out the terms and conditions on which the Bank will provide you the Service. When you click on the "Continue" button you agree to accept this Agreement, including any amendments to this Agreement or any changes hereto. If you

do not accept and agree to all of the terms and conditions herein, you will not be entitled to use the Service. The Bank may accept or decline your application for the Service.

The Bank reserves the right to change the terms under which the Service is offered in its sole discretion at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. 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 Service after we notify you of any change, you thereby accept the changes to this Agreement and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to this Agreement, you will not be entitled to use the Service. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you may, subject to Section 22 (“**Service Changes, Discontinuation and Termination**”), terminate your use of the Service. Once your account with us is terminated for any reason, you will have no further right to use or access the Service.

4. ELECTRONIC COMMUNICATIONS DISCLOSURE.

A. General Consent; Categories of Records. The Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("**Communications**") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications including, without limitation, communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although the Bank reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

B. How to Withdraw Consent. You may withdraw your consent to have Communications provided in electronic form by contacting us at **1-800-662-0860** however, by doing so you understand that you will terminate your right to use the Service. Termination of the Service will be subject to the provisions of Section 22 ("**Service Changes, Discontinuation and Termination**").

C. How to Update Your Records. You agree to promptly update your registration records if your e-mail address or other information changes.

D. Delivery of Electronic Communications. Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the e-mail address you provide.

E. Hardware and Software Requirements. In order to access and retain Communications, 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.

5. SERVICE DESCRIPTION. You may use the Service to transfer funds between any two of your Accounts about which you have provided the necessary information through the Service. You may make one-time and recurring funds transfers between your Accounts. We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time



for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using the Service.

External transfers will usually take 3-5 business days from the date you instruct us to make the transfer from your account with us to your account with your other financial institution. You understand and agree that the date your funds are available is dependent on the receiving financial institution's "Fund Availability" Schedule. Please check your financial institution's "Funds Availability" schedule to determine when your funds will be available. Funds transfer instructions received by us after 4:00 pm EST on a given business day will be considered received by the Bank on the next business day.

Not all types of accounts are eligible for the Service. Be sure to check with your other financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. The Bank is not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by your financial institution on your Accounts or those imposed by applicable law.

We may from time to time make available additional or new features to the Service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to effect any funds transfers from your Accounts. We may at any time decline to effect any funds transfers that we believe may violate applicable law.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. The Bank will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize the Bank to debit your account in the amount indicated.

6. TRANSFER LIMITS. You may not make funds transfers in excess of limits described herein or within the Service. Additionally, there are limits to the number of transfers you can make from your savings/money market account with us. Please refer to your copy of our Account Agreement provided to you when you opened your savings/money market account with us.

The following limits on funds transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

| Service | Time Period/Total Outstanding | Limit |
|----------|-------------------------------|-----------|
| Standard | Per Transaction | (\$2,000) |
| | Daily | (\$2,000) |

We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using the Service.

In the event that your use of the Service has been suspended and reinstated as provided in Section 18 ("**Suspension and Reinstatement of the Service**"), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

7. ACCOUNT Verification. You authorize us to validate the Accounts you register with the Service from time to time through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance.

Once the test transfer is complete we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider's web site, or by requiring you to submit proof of ownership of the Account.

8. ACCOUNT ACCESS/LIMITED POWER OF ATTORNEY. You understand that in order to complete fund transfers, it is necessary for the Bank to access the websites and databases of your financial institution where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access and debit/credit your Accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and

you assure us that by disclosing to us and authorizing us to use such information you are not violating the rights of anyone else. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit the Bank to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you use the Service, you give the Bank a limited power of attorney and appoint the Bank as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to effect funds transfers, with full power and authority to do and perform each and every act and thing necessary to be done in connection with effecting funds transfers, verifying the content and authenticity of any funds transfer instruction, complying with all security procedures applicable to such transfers, as fully to all intents and purposes as you might or could in person. Once the Bank has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge this limited power of attorney shall be deemed revoked; provided, however, that (i) this limited power of attorney shall remain in effect for as long as any pending funds transfers have yet to be delivered to the your other financial institution or cancelled in accordance with this Agreement and (ii) any act done by the Bank in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each financial institution (other than the Bank) you have an account with is independent of the Bank and your use of the Service. The Bank will not be responsible for any acts or omissions by the financial institution where your Account is held including, without limitation, any modification, interruption or discontinuance of any Account by such financial institution.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, THE BANK IS ACTING AS YOUR AGENT ONLY, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY.

9. CONFIDENTIALITY. 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 or merchant;
- 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.

10. USER CONTENT AND INFORMATION. You acknowledge that you have received and read our privacy policy a copy of which is available on our website www.amalgamatedbank.com. Subject to our Privacy Policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "**Content**") you provide to us for the purpose of providing the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to license such Content to us for the purposes set forth in this Agreement.

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain nonpublic personal information about you, your Accounts used in connection with the Service, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

11. UNAUTHORIZED FUNDS TRANSFERS. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account held at the Bank without your permission, immediately call **800-662-0860**, or write to: **Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support.**

12. CONSUMER LIABILITY. 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.

13. STOPPING FUNDS TRANSFERS. You may stop your funds transfer request through the Service without charge unless your transfer request has already been processed. If your transfer request has been processed you must notify us by 3:00pm EST on the business day prior to the scheduled delivery date at **1-800-662-0860** in order to stop your transfer request. You understand stop payment requests received after the transfer has been processed may be subject to a stop payment fee; please see our Fee Schedule at www.amalgamatedbank.com. We may also require you to present your stop payment request in writing within fourteen (14) days to us using our secure online message channel via www.amalgamatedbank.com or by mail to: **Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support.**

14. NO UNLAWFUL OR PROHIBITED USE. As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement, the Account Agreement or by any applicable law or regulation including, without limitation, economic sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or use the Service to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

15. REJECTION OF TRANSFERS. We reserve the right to decline to effect/complete any funds transfers, to submit funds transfer instructions or orders, or to carry out any funds transfer modification requests.

16. AUTHORIZATION. You authorize the Bank to complete and process the funds transfer instructions you give to us. You understand that to effect your funds transfer instruction we use the Automated Clearing House (ACH), which is governed by the rules of the National Automated Clearing House (NACHA). You agree to be bound the ACH rules, as published by NACHA. Subject to applicable NACHA rules we will debit one of your Accounts and credit another of your Accounts. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. You acknowledge that there may be a fee associated with such collection imposed by the financial institution holding your Account and you are responsible for such fee.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement; see Section 19 (“Documentation”).

You understand that your other financial institution may contact us to verify the content and authority of your funds transfer instructions and any changes to those instructions. You agree that we may provide to your financial institution such information as may be required to verify your instructions.

You also understand and agree that in the event we are unable to execute your funds transfer request utilizing ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or issuance of a check.

17. INFORMATION RELIED UPON BY THE BANK. You understand and agree that the Bank is relying upon the information provided by you and you authorize us to act on any instruction sent by you and to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. The Bank is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information, such as incorrect account numbers or your financial institution's ABA number, or if there is any error in your instruction you are responsible for such incorrect information. If you notify us of such incorrect information or instruction will make reasonable efforts to reverse or delete such information after you make us aware of your error, BUT you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide.

You agree not to impersonate any person or use a name or account number that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

You also understand and agree that if funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name provided. You understand that such financial institution may not investigate discrepancies between names and numbers. In addition, you agree that the Bank will have no responsibility to investigate discrepancies between names and numbers.

18. SUSPENSION OF THE SERVICE. In the event that we at any time incur a problem with your use of the Service, including, without limitation, a failure to debit any of your Accounts or to collect with respect to any of your funds transfers as described herein, and without limiting any other right or

remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, the Bank in its sole discretion may thereafter restore your ability to effect transfers at our standard transfer limits.

19. DOCUMENTATION. You may access a statement of all funds transfers effected or pending by clicking on the “Activity” or “History” tab within the Service. In addition, all funds transfers will appear on your Account statement that we make available to you.

20. ERROR REPORTING AND CLAIMS. Telephone us at **1-800-662-0860** 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 your statement or transaction history. 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 with us 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 with us. (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.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of another financial institution holding your Account. Although we may try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of your other financial institution that holds your Account. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

21. PROPRIETARY RIGHTS. You acknowledge and agree that the Bank and parties with whom it has contracted owns all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Service or any of the Bank's other services or technology.

22. SERVICE CHANGE, DISCONTINUATION AND TERMINATION. We may modify or discontinue the Service, with or without notice, without liability to you at any time.

We reserve the right, subject to applicable law, to terminate your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate this Agreement or the rights of the Bank, or if you



provide us with false or misleading information or interfere with other users or the administration of the Service.

You may contact us at any time to terminate your use of the Service at **1 800 662 0860, write us at Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support** or email us at ab-online@amalgamatedbank.com. Once you have informed us that you wish to terminate the Service and we have a reasonable opportunity to act on such request your use of the Service will be terminated; provided, you understand and agree that this Agreement will remain in full force and effect for as long as any funds transfers requested by you have yet to be completed and you authorize the Bank to complete such transfers unless they are cancelled in accordance with the paragraph entitled "**Stopping Funds Transfers**" above.

If your account with us has been terminated for any reason, you will have no further right or access to use the Service for any reason.

23. JOINT ACCOUNT HOLDER. In submitting your application for the Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use the account you share with them for the Service. We will end your use of the Service if any joint account holder notifies us that the joint account holder does not consent to the use of the Service.

24. MEANS OF TRANSFER. While we have previously indicated most funds transfers will occur via ACH, you authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems. We shall make all reasonable efforts to ensure that your transfer requests are processed on time, however; we reserve the right to hold funds beyond the normal processing period from time to time depending upon the circumstances.

25. OUR LIABILITY. We will use our best efforts to complete your requested funds transfer on time. However, we shall incur no liability if we are unable to complete any funds transfer initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The applicable fund transfer system is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. You have not provided us with the correct Account information; and/or,
4. Circumstances beyond our control (such as, but not limited to, fire, flood, system failures or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account.

26. LIMITATION OF WARRANTY AND LIABILITY.

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY APPLICABLE LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-

INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN YOUR FUNDS TRANSFER INSTRUCTIONS; (4) ANY CHARGES IMPOSED BY ANOTHER FINANCIAL INSTITUTION WHERE YOUR ACCOUNT IS HELD AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY ANOTHER FINANCIAL INSTITUTION WHERE THE ACCOUNT IS HELD.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

27. INDEMNIFICATION. You agree to indemnify, defend and hold harmless the Bank, its affiliates, officers, directors and employees from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this

Agreement, your violation of this Agreement or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity.

28. MISCELLANEOUS. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts used in connection with the Service; and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. The Bank's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provisions of this Agreement.

This Agreement, including all agreements and other documents incorporated herein by reference, constitutes the entire agreement between us as to the subject matter hereof, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of the Bank's rights waived, only if the Bank agrees in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by the Bank. You will be notified of any amendment to the Agreement in the manner provided by applicable law prior to the effective date of the amendment. However, if the amendment is made for security purposes, we can implement such change without prior notice.

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.

Regardless of where you access the Service, or live or work, this Agreement, except as otherwise expressly provided for in your Account Agreement or as otherwise required by applicable law, or any dispute arising hereunder shall 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. If for any reason a court of competent



jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

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 Agreement.

This Agreement shall take effect immediately upon the acceptance of your application for the Service by us.