

**Abacus Federal Savings Bank**  
**Personal Online Banking Agreement**

**Terms and Conditions**

The following terms and conditions govern your use of Personal Online Banking, Mobile Banking, Bill Payment Service, and External Transfer Service by Abacus Federal Savings Bank (Abacus) for accounts held at Abacus. By using Personal Online Banking, Bill Payment Service, External Transfer Service and Mobile Banking Service, you agree to these Terms and Conditions.

You may print this document for your files or you can request a copy by mail by calling Abacus at 1-800-323-1102 Monday – Friday, 9AM – 5PM ET. Or you can write to: Abacus Federal Savings Bank, 6 -8 Bowery 3<sup>rd</sup> FL, New York, NY 10013, ATTN: Deposit Operations Department.

As used herein, the terms “Abacus,” “us,” “we,” or “our” means Abacus Federal Savings Bank, and any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of Personal Online Banking, Mobile Banking, Bill Payment Service, or other services provided through Personal Online Banking; “you” or “your” means (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor), beneficiary or co-trustee of trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; and “Card” refers to a debit or ATM card issued by us.

**Types of Transactions and Services Available with Personal Online Banking**

Here is what you will be able to do on your computer with Personal Online Banking:

Checking, savings, certificate of deposit (view only) and loan accounts may be accessed. With such access, you can:

- Obtain account balance and transaction information up to the moment, except debits initiated from a Bill Payment account will not be reflected in the available balance until 24 to 48 hours from the time of submission of bill payment on the next banking business day.
- Review for transaction information for the last twelve months for money market, savings, time deposit, and transactions for mortgage accounts. Six months for Checking accounts.
- Obtain and print-out summaries of your online accounts.
- Make transfers from your online checking, money market or statement savings accounts to your online checking, money market or statement savings.
- Make payments from your online checking, money market or statement savings account to your online loan account.
- View, print and download electronic checking account statements, including images of cleared checks, by enrolling in the eStatement service, which will also cancel your paper statement.
- Order checks and deposit slips for your checking accounts.
- Register for Bill Payment Service to pay bills or make payments from your checking account to a business or person in the United States.
- Register for the Funds Transfers Service to transfer funds, subject to certain limits, to or from your Abacus checking, money market or statement savings online accounts and any other account held by you at another U.S. financial institution, assuming that the transfer is permitted by your other financial institution and by law.
- Send secured e-mails to us.

- Submit requests for stop payment on checks, address change, copy of checks, and issuance of debit cards.
- Access information on Abacus products and services.
- Open new accounts if you have an active Abacus account.
- Download transaction information by following the online instructions accessible through the "Export" menu selection under "Manage My Money."
- Debit Card Limit: The ability to temporarily increase their POS debit card limit up to a maximum additional amount of \$500. The User can also deactivate his/her debit card (once it has been issued) to help manage usage of such card.

New services may be introduced for Personal Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### **Account Access**

Access information about the following types of Accounts:

- Checking Accounts
- Savings Accounts
- Certificate of Deposit Accounts (CDs) – View Only
- Mortgages
- Home Equity

### **Accounts Not Eligible for Access**

You will not have access to Accounts with the following characteristics:

- Any account that requires two or more signatures.
- Any account in the name of a child under 18 years of age.

### **Persons Who Can Access Your Accounts**

Any person you have authorized to access your Personal Online Banking Account is authorized to:

- Accept these Terms and Conditions, as amended from time to time.
- Access each eligible Account of yours in any manner and for any purpose available through Personal Online Banking, whether now available or available at some time in the future.

You understand that we will not give you automatic access to any eligible Account opened at a future date and that you will have to request access for this Account by notifying Abacus Bank by Mail or in writing.

### **Removal of Account Access**

You may remove access to any Account by notifying Abacus Bank in writing via mail, in person or by secure email.

### **Passwords and Initial Log-In Procedures**

To protect your accounts from unauthorized access, when you login to Online Banking for the first time, you will be asked to register your email address and phone number. Additionally, you will be asked to select the contact methods (email, voice or text) to receive your on-time passcode for a computer/device not previously registered." The Bank reserves the right to make adjustments to these initial log-in procedures, from time to time, as circumstances warrant.

Your Customer ID and Password are used to identify you when accessing Personal Online Banking. Your Customer ID and Password act as your signature.

You can change your Customer ID and Password at any time. The Customer ID and Password assures that only you, or someone to whom you give your Customer ID and Password, can access your Personal Online Banking Account.

To prevent unauthorized access to your Accounts and to prevent unauthorized use of Personal Online Banking, you agree to protect and keep confidential your Card number, Account number, PIN, Customer ID, Password, or other means of accessing your Personal Online Banking Accounts. For your protection, you should memorize your Customer ID and Password and not keep any notation of your Customer ID or Password on or with your computer.

You agree not to give your Personal Online Banking Customer ID, Password, Card number, Account Number, or PIN to anyone. If you do, you will be responsible for any money withdrawn or transferred from your Accounts, including any amount available on your overdraft protection credit line, or any harm that arises from obtaining your personal information, when such person uses your Customer ID, Password, Card number, Account number, or PIN.

You also agree to not use the Microsoft AutoComplete function under Windows Explorer, or similar function, to store your Customer ID or Password on any computer you access Personal Online Banking Account. If you do, you will be responsible for any money withdrawn or transferred from your Accounts, including any amount available on your overdraft protection credit line, or other harm that arises from obtaining your personal information, when a person uses your Customer ID and Password on that computer.

If you believe someone may attempt to use or has accessed your Personal Online Banking Accounts without your permission, you agree to immediately notify us at 1-800-323-1102.

If any of your Accounts are joint accounts or have additional authorized signers, each owner, or authorized signer whom you wish to have access to your Personal Online Banking Account, must have their own Customer ID and Password.

You understand and agree that each owner of an Account is jointly and individually responsible for all Personal Online Banking transactions that affect that Account.

#### **Limitations on Frequency of Transfers and Dollar Amounts**

You may use Personal Online Banking, Mobile Banking Service and the Bill Pay service as often as you want. Online transfers or Bill Payments must not exceed your Available Balance in the Account on the day the transfer is made. If you make Personal Online Banking transfers from your savings or money market account to another of your Accounts, those transfers are counted as telephone transfers and added to your other automatic, pre-authorized check or telephone transfers made from such Account and limited to six for each statement cycle in accordance with your account agreement. If you exceed the limitation, then we may charge you a penalty fee or require you to convert/close your savings or money market account and transfer the balance to a checking account.

#### **Internal Transfer**

You may initiate an internal transfer using the Online Banking Service, which will allow you to debit your accounts at Abacus. Once the transfer is completed, you cannot stop or reverse this transfer. For scheduled, same-day transfers, you will need to initiate the instruction on or prior to 8AM ET.

Abacus may reject a transfer instruction if there are insufficient available funds in your Account or for any other reason. In the case of insufficient available funds on a future transfer, a Bank Mail notification will be sent to you.

You may cancel a future transfer by finding the transfer in 'Scheduled Transfers'. Select an account or a date range to narrow your search. Select the transfer by clicking on the date, and then you can modify or delete the transfer. A same day transfer is effective immediately and cannot be cancelled.

### **External Transfer**

External Transfer Service permits you to transfer money from your designated Personal Online Banking Account to/from your personal account(s) at other U.S. financial institutions. This service is subject to the ACH rules and regulations governing funds transfers. Transfers using this service can only be made to and from personal accounts which have the same accountholder. Once the transfer is completed you cannot stop or reverse such transfer. You cannot use this service in combination with an internal transfer. In other words, if you conduct an internal transfer of funds, such funds cannot be then immediately transferred out using the External Transfer Service, and vice versa. There are limits on the amount of money you can send or receive through our Service. Generally, your Outbound External Transfer daily limit is \$5,000 and monthly limit is \$10,000; and your Inbound External Transfer daily limit is \$2,000 and monthly limit is \$5,000. Your limits may be adjusted from time-to-time, including complete suspension or revocation of service, at our sole discretion. It may take up to 3 to 5 business days for your External Transfer to be completed.

### **Bill Payment Service**

#### **A. Description of Service**

The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated Personal Online Banking Account to third parties you wish to pay. Your Bill Payment Account must be a checking account.

By registering for the Bill Pay Service, you authorize Abacus and its agents to follow the payment instructions you have provided using your Personal Online Banking Account. You will provide Abacus with the names, addresses, phone numbers and account information of those persons or entities to whom you wish to make a Bill Payment. When you initiate a Bill Payment, you authorize Abacus to charge your Account on a Business Day provided in the transaction and to remit funds to the payee on your behalf electronically, provided electronic payments are permitted and accepted by the payee. If the payee does not permit and accept electronic payments, then those funds will be remitted to the payee through the use of a paper check issued by Abacus or its agent and payable to the payee. Such paper check will state that it represents a payment from you and will indicate the account number of your account with the payee.

Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. Abacus reserves the right to restrict types of payees to whom payments may be made using the Service from time to time. You agree not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Payments can be sent to payees in one of three ways: electronically, by check or by laser draft. As a number of different factors are considered to determine how the payment will be sent, we cannot tell

which method of payment will be used until the payment is processed. Based on factors considered, our payment system selects the most appropriate method.

#### B. Scheduling Payments

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment by transferring funds electronically to the payee, or by mailing the payee a check or laser draft.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment Service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bank will work with the payee on your behalf to reverse any late fees or charges.

#### C. No Duty to Monitor Payments

Abacus is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. Abacus will not be liable in any way for damages you incur for any of the following reasons:

- insufficient funds in your Bill Payment Account to make the payment on the processing date;
- delays in mail delivery;
- changes to the payee's address or account number unless we've been advised of the change in advance
- failing to comply with any account requirements for more than one account signatory on transactions
- the failure of any payee to correctly account for or credit the payment in a timely manner, or
- any other circumstances beyond the control of the Bank.

If the session during which you schedule a payment or transfer ends by 2:00 p.m., the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Bill Payment Service, the time recorded by the Bill Payment Service will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service will automatically block future Bill Payment

Service until the account has sufficient funds to make the payment. The Bank will attempt to notify you by e-mail or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible to make alternate arrangements for the payment or reschedule the payment through the Bill Payment Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

**D. Cancel or Change Payment Instructions**

Payments may be changed or canceled using the Bill Payment Service as long as the status of such payment is shown as "pending." If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order. Once a recurring bill payment is cancelled, all future payments to that payee will be cancelled and you must reschedule it if you want a Bill Payment to be made in the future.

**E. No Signature Required**

When any payment or other online service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.

**F. Multiple Person Bill Payment Accounts**

If more than one person has access to a Bill Payment account, each person may individually enroll in the Bill Payment Service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment Service without affecting the Service for any other person enrolled in that Bill Payment account. However, any enrolled person may terminate the Bill Payment Service that will terminate the service for all enrolled persons on that Bill Payment account.

**Fees**

Personal Online Banking (including Mobile Banking, see below) is provided free to all Abacus personal accountholders. Please see below regarding charges outside of the Bank that may apply with respect to Mobile Banking. Bill Payment is also provided free of charge. Every bill payment that is returned due to insufficient funds in your account will be charged \$10 in addition to the normal uncollected fee associated with a bounced item on your account. External Transfers Service is free for transfers into your Abacus accounts. There are fees associated with fund transfers out of your Abacus accounts. These fees can be found after you click "External Transfer" on the Personal Online Banking main menu screen, and then click, "Transfer Funds."

**Electronic Funds Transfer Provisions for Consumers**

The provisions in this section apply only to electronic funds transfers that debit or credit a consumer's checking or savings account and are subject to the Federal Reserve Board's Regulation E (an 'EFT'). Abacus may rely on any exceptions to the provisions in this section that are contained in Regulation E. All terms not otherwise defined in these Terms and Conditions which are defined in Regulation E will have the same meanings when used in this section as they do in Regulation E.

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less
2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
  - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
  - the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
4. If your delay in notifying us was due to extenuating circumstances, we will extend the times specified in the immediately three preceding paragraphs.
5. You may notify the Bank by telephone, writing, or by email using the secured email form available on the Personal Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
6. If the report is made orally, we will require that you send the dispute or question in writing within 10 business days.
7. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your dispute. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has and established an account with us before this account is opened.

The telephone number and address to be used to notify Abacus when you believe that an unauthorized EFT has been or may be made are:

- Deposits Customer Service at 1-800-323-1102 (Monday thru Friday, excluding Federal holidays)
- Or you may write to Abacus Federal Savings Bank, 6 -8 Bowery 3<sup>rd</sup> FL, New York, NY 10013, Attn: Deposit Operations Department.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you contact us:

- Tell us your name and account number.

- Describe the error or transfer you are unsure about and explain 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.

### **Statements**

You will continue receive your monthly statements in the mail for each checking, statement savings, money market or NOW account, unless you have chosen to receive **E-Statements**. Once you chose to receive E-Statements, you will no longer receive monthly statements in the mail. Your statement (whether mailed or E-Statement) will reflect all your transactions, including your Personal Online Banking transactions. If you have registered for the Bill Payment Service, your monthly statement (whether mailed or E-Statement) will reflect bill payments.

### **Linked Accounts**

All personal accounts with the Bank that you are an authorized signor for are linked together for the purposes of Personal Online Banking and Bill Payment Service. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized signor of a linked account accesses Personal Online Banking, that authorized signor will be able to view and access at a single time any personal accounts for which the person is a co-owner or authorized signor.

### **Our Liability**

This section explains our liability to you, only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Personal Online Banking or Bill Payment Services or Funds Transfer accounts. Unless otherwise required by applicable law, we are only responsible for performing the Personal Online Banking and Bill Payment Service and External Transfers Service as stated in this Agreement or other related agreements. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring or if you default under this Agreement, the



deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to any online account, or your usage of Personal Online Banking Bill Payment Service, Mobile Banking, or External Transfers Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Personal Online Banking by you or your authorized representative.

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Personal Online Banking or Bill Payment account.

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

#### **No Business Usage**

You acknowledge that Personal Online Banking, Bill Payment Service, Mobile Banking and External Transfers Service are solely intended for consumer usage and are solely to be used with personal accounts. You agree not to use Personal Online Banking, Mobile Banking, Bill Payment Service or External Transfers Service for any business purpose or in connection with any business account. You understand and agree that Abacus may terminate at any time your Personal Online Banking or Mobile Banking access or cancel your Bill Payment Service or External Transfers Service, without notice to you, if you violate the provisions of this section.

You shall at all times indemnify, defend and hold Abacus harmless from and against all actions, proceedings, claims or loss, damage, costs and expenses which may be brought against Abacus or incurred by Abacus which shall have arisen in connection with your usage of Personal Online Banking, Bill Payment or External Transfers Services in violation of this section.

#### **Mobile Banking**

##### **A. Description of Service**

“Mobile Banking” means banking services accessible from a supportable mobile device, including a cellular phone, smart phone, or other mobile device that is web-enabled and allows Secure Sockets Layer “SSL” traffic capable for receiving tax messages.

Mobile Banking is only available to you if you are already in enrolled in Personal Online Banking. Mobile Banking is offered as a supplemental service to Personal Online Banking. It is not intended to replace access to Personal Online Banking from your personal computer or other methods you use for managing your accounts with us. Mobile Banking allows you to access your Abacus account(s) information, transfer funds between your Abacus accounts, and view history of banking transactions. Any account you have access to through Personal Online Banking, you will also have access to on Mobile Banking.

Depending upon the type of Mobile Banking service you are using (see below), Mobile Banking also allows you to use Bill Pay Service; provided, however, that you have signed up and been approved for such Services through Personal Online Banking.

Mobile Banking comes in two methods of service – the mobile banking application, the mobile website. Every service available on your online banking application is also available through the mobile website and the mobile banking application. However, the mobile deposit service is only available through the mobile banking application.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of Mobile Banking Service at any time.

#### B. Service Availability

Mobile Banking may not be accessible over some network carriers. Additionally, Mobile Banking Service may not be supportable by all mobile devices. Abacus does not guarantee and is not responsible for the availability of data services provided by your mobile carrier, including data outages or “out of range” issues.

We do not promise that Mobile Banking Service will always be available for your use. Mobile Banking Service may be temporarily unavailable for regular or emergency maintenance. Additionally, your accessibility to Mobile Banking Service may be interrupted because of conditions beyond our control, including outages Internet availability. We may elect to discontinue Mobile Banking (or any of the services we provide, from time to time, through Mobile Banking) at any time, upon reasonable notice to you. In no event, regardless of a cause, shall we be liable to you for unavailability of Mobile Banking Services, or your inability to access Mobile Banking or to execute Mobile Banking functions.

#### C. Equipment and Software

You are responsible for providing your own mobile device that supports 128-bit encryption. Mobile Banking users must download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your mobile device resulting from such activities.

You are responsible for obtaining your own mobile communications service provider. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking Service. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any mobile device, hardware, software or any product or service you may purchase from others relating to your use of Mobile Banking.

Your mobile device may become subject to unauthorized tracking, “hacking,” or other manipulation by spyware, viruses or other malicious code (“malware”). We are not responsible for advising you of the existence or potential effect of any malware. We are also not responsible if any non-public personal information is accessed via Mobile Banking due to any malware residing or being contracted by your mobile device at any time or from any source.

You will take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your mobile device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your mobile device, login information, or other means to

access Mobile Banking, you will be held responsible for any transactions they authorize and will be will not be liable for any damages resulting to you.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING, MOBILE BANKING AND SUCH SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES AND ANY MATERIAL OR SERVICES OBTAINED VIA MOBILE BANKING IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

#### D. Mobile Banking License Rights

In connection with your use of the mobile banking software, we and our licensors (or other third parties who have directly or indirectly granted rights in such software) will require you to agree to the terms and conditions of certain license rights arrangements and/or "end user" license agreements. By subscribing to the portions of the mobile banking services relating to such software and downloading and installing such software, you will be evidencing your acceptance of the terms and conditions of those arrangements and agreements. You agree to delete all such software from your mobile device if the license rights granted in this Agreement is terminated for any reason. We reserve the right to change, add to or terminate services with our third-party software solutions partners, to substitute different software for mobile banking, and to enter into arrangements and agreements for the provision of software for mobile banking with other licensors and third parties.

#### E. Additional Terms and Conditions

Your use of Mobile Banking is subject to the terms and conditions of this Agreement. In addition, each deposit or credit account that you access using Mobile Banking, and each transaction made in such accounts using Mobile Banking, remains subject to the general terms, conditions and agreements governing those accounts.

### **Mobile Deposit**

#### A. Description of Service

Mobile Deposit (or Mobile Deposit service) is designed to allow you to make deposits of checks ("original checks") to your designated eligible accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your mobile device. Use of our Service requires that you have an internet enabled iPhone or Android phone with a camera, be enrolled in our Online Banking Service and have downloaded our latest version of Mobile Banking app. To be eligible for Mobile Deposit, you must be a customer of Abacus Federal Savings Bank (the "Bank" or "us") with an active checking, savings, or money market account for thirty (30) days. Deposit limits and other conditions may apply.

Your use of the Bank's Mobile Deposit service is governed by the terms and conditions of our Online Banking Agreement, this Agreement, Account Agreement, and the Bank's Deposit Account Disclosure, all of which are incorporated herein by reference (collectively, the "Agreements"). Your enrollment in the Mobile Deposit service constitutes your agreement with the terms and conditions of the Agreements. Terms used herein but not defined shall have the meaning assigned to them in the Online Banking Agreement.

## B. Equipment Requirements

To use Mobile Deposit, you must have a supported mobile device with a supported camera and a supported operating system, have a data plan for your mobile device and, download our software application to your mobile device. We do not guarantee that your mobile device and equipment, or mobile carrier, will be compatible with the Mobile Deposit service.

## C. Eligible Items

Not all checks are eligible to be deposited using Mobile Deposit. The Bank reserves the right, in our sole discretion, to reject any deposit at any time for any reason. You agree that you will only use Mobile Deposit to deposit checks (as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Agreement or such other items as the Bank, in its sole discretion, elects to include under Mobile Deposit service. You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree to deposit only original checks that are payable to and properly endorsed by the account holder(s) payable in U.S. dollars and drawn on a U.S. financial institution.

## D. Ineligible Items

You agree that you will not use Mobile Deposit to deposit checks or items that:

- Are payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Are payable to you and another party who is not a joint owner on the account.
- Are drawn on a financial institution located outside the United States.
- Are not payable in United States currency.
- Are dated more than 6 months prior to the date of deposit.
- Are subject to a stop payment order or for which there are insufficient funds.
- Are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Are money orders, savings bonds, or traveler's cheques.
- Have been previously converted to a substitute check, as defined in Regulation CC.
- Are remotely created checks, as defined Regulation CC.
- Have been returned for any reason.
- Have previously been submitted through Mobile Deposit service or through an electronic deposit delivery service offered at any financial institution.

## E. Image and Endorsement Requirements

Each image must provide all information on the front and back of the original check, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check and must include your signature and “via mobile deposit”. Any loss the Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

You agree that the Bank will not be liable for any damages resulting from a check or item’s poor image quality, (or rejection of deposit for any other reason), including those related to rejection of or the delayed or improper crediting of such check or item, or from any inaccurate information you supply regarding the check or item.

#### F. Receipt of Deposit

All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When the Bank receives an image, the Bank will confirm receipt via email to you. The Bank shall not be deemed to have received the image for deposit until the Bank has confirmed receipt to you. Confirmation of receipt does not mean that the image contains no errors, nor does it mean confirmation that the image has been accepted by us and/or deposited into your account. The Bank is not responsible for any image that the Bank does not receive.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image. The check will be deposited to your account in accordance with the Bank’s normal business practice. The timing and manner in which any check is deposited, cleared, presented for payment and collected shall be in the Bank’s sole discretion, subject to the Agreements governing your account.

The Bank reserves the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. The Bank will notify you of rejected images.

#### G. Limits

The Bank may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, the Bank may reject your deposit. If the Bank permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and the Bank will not be obligated to allow such a deposit at other times. Mobile Deposits are limited in amount to \$1,500 per day, with a rolling 7-day limit of \$5,000 and a rolling 30-day limit of \$7,500. Limits are established and changed from time to time depending on customer profile and various risk factors, and at our sole discretion the Bank may raise or lower these limits without prior notice to you.

#### H. Deposit Cut off Times

You may access the Mobile Deposit anytime 7 days a week, assuming Mobile Deposit is available. If the Bank receives a mobile deposit on or before 3pm Eastern Time on a Business Day, the Bank will consider that day to be the “Deposit Date”. If the Bank receives a scanned item after 3pm Eastern Time or on a weekend or a federal holiday, the next Business Day will be the Deposit Date. Our business days are Monday through Friday, except for federal banking holidays.

#### **Funds Availability**

Funds deposited using Mobile Deposit submitted and accepted before 3 p.m. ET on a Business Day – generally, the first \$200 is available on the first business day after the day of the deposit, the remaining

fund (up to \$4,800) will be available on the second business day after the day of the deposit, unless a hold is applied or otherwise delayed or rejected as specified herein.

Funds deposited using Mobile Deposit submitted and accepted after 3 p.m. ET on a Business Day or items deposited on a Non-Business – these deposits will not be processed until the next available Business Day, which will be recorded as the first business day of your deposit. Funds are generally available on the second Business Day after day of Deposit, unless a hold is applied or otherwise delayed or rejected as specified herein.

The Bank may delay availability of funds from any deposit you make through Mobile Deposit at our sole discretion, in some cases, including concern regarding our ability to collect funds based upon the check image that you present. Examples for such concerns are: 1) large deposit amount, 2) frequent overdrafts, 3) deposited check returned unpaid and/or, 4) indications a deposited check may not be paid. If we decide to delay the funds or hold the funds longer, we will notify you by e-mail or mail you the notice by the day after we receive your deposit. We will also notify you when the funds will be available for withdrawal. If you need the funds from a deposit right away, you should ask us when the funds will be available. Please refer to the “Longer Delays May Apply” section of the Bank’s Deposit Account Disclosure for additional details.

#### I. Business Days

Our business days are Monday through Friday, except for federal banking holidays.

#### J. Retention and Destruction of Transmitted Checks

After you receive confirmation that the Bank has received an image, you must securely store the original check for fourteen (14) calendar days after transmission to us (the “Retention Period”) and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within five (5) calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account.

After the item has been posted to your account, you agree to prominently mark the item with “Mobile Deposit” and the date of deposit. You agree that you will never re-present the original check. You understand and that you are responsible and liable for any loss if anyone is asked to make a payment based on an original check that has already been paid.

Promptly after the Retention Period expires, you must irretrievably destroy the original check to ensure they are not deposited again. In order to ensure proper destruction, you should first mark the check “check VOID” and then destroy it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. You should never leave deposited items lying around or put deposited items in trash or recycle containers unless they have first been properly destroyed as described herein.

#### K. Returned Deposits

Any credit to your eligible account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that the Bank may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will indemnify and reimburse us for all loss, cost, damage or expense caused by or

relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

The Bank may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

#### L. Your Warranties

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- Each check or item that you submit to us for deposit will not be resubmitted in any format to us or to any other party for payment and will not cause the same drawer's account to be debited twice.
- Other than the digital image of the original check that you remotely deposit through Mobile Deposit, there are no other duplicate images of the original check.
- Each original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and will retain it for the Retention Period, and neither you nor any other party will submit the original check for payment.
- Files and images transmitted to us by you will contain no harmful code, viruses or any other features that may have an adverse impact on our network, data or related systems.

With respect to each image, you make to us all representations and warranties that the Bank makes or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

#### M. Compliance with Law.

You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. This Agreement shall be governed by the laws of the State of New York.

#### N. Mobile Deposit Unavailability

Mobile Deposit may be unavailable temporarily due to any reason, including system maintenance or technical difficulties, such as those of the Internet service provider, cellular service provider and Internet software. You understand and agree that the Bank is not liable to you in the event that Mobile Deposit is unavailable for any reason. In the event that Mobile Deposit is unavailable, you acknowledge and understand that you may deposit original checks at our branches or through our ATMs.

#### O. Mobile Deposit Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 1-800-323-1102 if you learn of

any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, the Bank may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement. You acknowledge and agree that you are solely responsible, and not the Bank, for the security of your mobile device and your usage of such device for Mobile Deposit, and the Bank shall not be liable in any way to you regarding your mobile device or the usage of your mobile device.

**P. Your Responsibility**

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. Any User of the Mobile Deposit Service must be at least 18 years of age. The Bank may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by the Bank in the course of such audit.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. The Bank and its technology partners retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Q. Accountholder's Indemnification Obligation**

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Mobile Deposit service and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

**R. DISCLAIMER OF WARRANTIES**

**YOU AGREE THAT USE OF ANY REMOTE BANKING SERVICE, INCLUDING MOBILE DEPOSIT, AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE BANK MAKE SNO WARRANTY THAT ANY REMOTE BANKING SERVICE, INCLUDING MOBILE DEPOSIT, WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE BANK MAKES NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE, INCLUDING MOBILE DEPOSIT, OR TECHNOLOGY WILL BE CORRECTED.**

**S. LIMITATION OF LIABILITY**

**YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, INCLUDING MOBILE DEPOSIT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.**



#### T. Financial Information

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any remote banking services, including Mobile Deposit. You agree to provide us any financial information the Bank reasonably requests during the term of this Agreement. You authorize us to review your history from time to time.

#### U. Fees

Mobile Deposit service is provided at no charge to you. The Bank may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Mobile Deposit service. If you continue to use the Mobile Deposit service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, and as may be amended from time to time. Further, you will be required to designate an account at the Bank from which fees for the Mobile Deposit service will be debited (your "Billing Account").

#### V. In Case of Errors or Questions

In case of questions or errors about Mobile Deposit, you should contact Online Banking Support at 1-800-323-1102, or write us at Abacus Federal Savings Bank, 6 – 8 Bowery, 3rd Floor, New York, NY 10013 ATTN: Deposit Operations.

### **Term and Termination**

This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

Abacus may cancel your Personal Online Banking access without prior notice if there has been no Personal Online Banking activity for a period of 6 consecutive months or for any other reason. Abacus may cancel your Bill Payment Service without prior notice if there has been no Bill Payment activity for a period of 3 consecutive months or for any other reason.

If you wish to terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Personal Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:

- By sending a secured e-mail through the secure email form available on Personal Online Banking.
- By writing a letter and either sending it to the following address: Abacus Federal Savings Bank, 6 -8 Bowery 3<sup>rd</sup> FL, New York, NY 10013, Attn.: Deposit Operations Department, or giving it to a Customer Service Representative at any of the Bank's locations.

### **General Terms and Conditions**

#### A. Other Agreements.

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of all the other agreements applicable to each of your online accounts. Your use of the Personal Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this

Agreement. We will automatically deduct the fees, if any, related to this Service from your checking account each month, or your savings account, if your checking account does not have sufficient funds.

**B. Changes and Modifications.**

The Bank may modify the terms and conditions applicable to Personal Online Banking Service and Bill Payment Services from time to time. We may send any notice to you via e-mail or mail, and you will have been deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

**C. Assignment.**

We may assign this Agreement to an affiliate of the Bank, or to any other party, without your prior consent.

**D. Notices.**

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

**E. Severability**

If any part of this Agreement or the External Transfers Service agreement is or becomes invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other part, all of which shall remain in full force and effect.

**F. Governing Laws**

This Agreement shall be governed by the laws of the State of New York and applicable federal law and regulations.

**G. Electronic Signature**

You consent and agree that when you select "I Agree" button when accessing the Services via online (or through mobile banking), your enrollment to use the Services or your use of the Services constitutes an authorized signature, acceptance and agreement to the terms and conditions of this Agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature or any resulting contract between you and the Bank

**本人已閱讀、瞭解并同意國寶銀行有關使用網絡銀行、支付、轉帳和其它網上服務的公告、協議和通知。任何以本人不懂之語言和文字作成之公告、協議和通知，皆已由本人之翻譯員為我翻譯，本人已瞭解并同意這些文件的內容。**