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eBanking Access Agreement**

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Online Banking Access Agreement

I. Introduction

This eBanking Access Agreement ("Access Agreement") for accessing your **Blue Foundry Bank** accounts through eBanking explains the terms and conditions governing the eBanking services, mobile banking/mobile deposit and Bill Pay offered through eBanking. By using the eBanking Services, you agree to the terms and conditions of this Access Agreement. This eBanking Access Agreement will be governed by and interpreted in accordance with the laws and regulations of the State of New Jersey and the United States, as amended from time to time. The terms "we", "us," "our," "**Blue Foundry Bank**," and "Bank" refer to **Blue Foundry Bank**. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

eBanking can be used to access **Blue Foundry Bank** accounts. Each of your accounts at **Blue Foundry Bank** is also governed by the applicable account disclosure statement ("Deposit Agreement and Disclosure").

II. Accessing Your Blue Foundry Bank Accounts through eBanking

A. Requirements

To access your accounts through eBanking, you must have a **Blue Foundry Bank** account and an eBanking user ID password.

B. Electronic Mail (E-mail/Secure Messaging)

Sending electronic mail (E-mail/Secure Messaging) through eBanking is a secure way to communicate with the Bank. Email/Secure Messaging is provided for you to ask questions about your account(s) and provide general feedback. E-mail/Secure Messaging is accessible after you sign on with your password to a session of eBanking. To ensure the security of your account information, we recommend that you use E-mail/Secure Messaging when asking specific questions about your account(s). There may be times when you need to speak with someone from the bank immediately (for instance to report a lost or stolen password). In such a case, do not use E-mail/Secure Messaging. You should call us at 201-939-5000 instead. You cannot use E-mail/Secure Messaging to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within your eBanking service.

C. Fees

There are no monthly or transaction fees for accessing your account(s) through eBanking. See Section IV for a description of Bill Pay fees. Please note that fees may be assessed by your Internet Service Provider (ISP) .

D. New Services

Blue Foundry Bank may, from time to time, introduce new eBanking services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

E. Benefits of Using eBanking

With eBanking, you can manage your personal or small business accounts from your home or office on your personal computer, or mobile device. You can use eBanking to:

- View account balances and review transaction history.
- Transfer money between accounts at Blue Foundry Bank. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Transfer money between your account at Blue Foundry Bank and an account at an institution outside of Blue Foundry Bank. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Pay bills to any merchant, institution or individual.
- Establish Alerts so that you can be notified by e-mail if certain activities occur relative to your account(s).
- Communicate directly with **Blue Foundry Bank** through E-mail/Secure Messaging.

II. Terms and Conditions

The first time you access your **Blue Foundry Bank** accounts through eBanking you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

A. Your eBanking Password.

You will create an eBanking Password that will give you access to your **Blue Foundry Bank** accounts for eBanking access. This password can be changed within eBanking by accessing the Banking Service Center within your eBanking service. We recommend that you change your password regularly. **Blue Foundry Bank** will act on instructions received under your password. For security purposes, it is recommended that you memorize this eBanking password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

B. Payment Account

Although there are no fees for accessing your accounts through eBanking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

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If you close the payment account, you must notify **Blue Foundry Bank** and identify a new payment account for the selected services. Additionally, if you close all **Blue Foundry Bank** accounts, you must notify **Blue Foundry Bank** Customer Service to cancel the eBanking services.

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Your eBanking access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, eBanking services may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call **Blue Foundry Bank** Customer Service at **201-972-8880**.

If you do not access your **Blue Foundry Bank** accounts through eBanking for any (1) one-year period, **Blue Foundry Bank** reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected. You agree to be responsible for any telephone charges incurred by accessing your **Blue Foundry Bank** accounts through eBanking.

If you wish to cancel any of the eBanking services offered through eBanking, please contact **Blue Foundry Bank** Customer Service at **201-972-8880** or send us cancellation instructions in writing to **Blue Foundry Bank, Online Banking Dept., 25 Orient Way, Rutherford, NJ 07070**.

C. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, **Blue Foundry Bank**, OR by Internet browser providers such as Mozilla (Firefox browser), Google (Google Chrome) and Microsoft (Microsoft Internet Explorer browser), OR by Internet Service Providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

D. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre - authorized transactions, eBanking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through eBanking may result in an overdraft of your account and may, at **Blue Foundry Bank's** discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

E. External Transfers

If you have a consumer or business account and you have selected the external transfer feature, you may originate the electronic transfer of funds into your account at **Blue Foundry Bank** from an account in your name at a financial institution outside of **Blue Foundry Bank** and you may originate the electronic transfer of funds from your account at **Blue Foundry Bank** to an account in your name at a financial institution outside of **Blue Foundry Bank** (both called "External Transfers").

When you originate External Transfers, you authorize **Blue Foundry Bank** and our service provider to initiate debit and credit entries, upon your instructions, to/from your **Blue Foundry Bank** account and your account at the financial institution(s) outside of **Blue Foundry Bank** that you designate, using the Automated Clearing House (ACH) or other payment transfer method. You agree and warrant to us that you will only originate External Transfers to or from accounts for which you have the authority to transfer funds, and that by disclosing information to us regarding those accounts to affect your transfers, you are not violating any third party rights. Not all types of accounts may be eligible for External Transfers, so you should check with the institution for any restrictions on transfers.

To ensure your security, before you add an outside account for External Transfers, originate a new External Transfer, edit an existing periodic External Transfer or change your phone number through eBanking, you may be required to authenticate who you are, using a method of authentication you select. When you add an external account for External Transfers, you will be asked to verify a microdeposit which will be system generated before you can transfer funds to/from the external account. If any transaction fails or is rejected, for security purposes we may decline your External Transfer request(s) and any or all other transactions, and we may close your account, with or without notice to you.

External Transfers may be originated on a single entry or recurring basis. One-time transfers may be scheduled immediately or scheduled for a future date. To ensure same day processing, you must schedule your External Transfer by 3:00 p.m. Eastern Time. A recurring transfer allows you to transfer a set amount at regular intervals. Your authorization for any recurring External Transfers will remain in full force and effect until you revoke it in such timely manner as to afford **Blue Foundry Bank** a reasonable opportunity to act on your direction.

One-time External Transfers cannot be scheduled to occur on a non-business day. Recurring External Transfers scheduled to occur on a non-business day will be processed on the next business day.

For security reasons, the Bank has established limits on the amount of funds that can be transferred via External Transfers. External Transfers from your consumer or business account are limited to \$ 5,000.00 per transaction; \$5,000.00 in aggregate per day; and \$10,000 in aggregate per calendar month (30 consecutive calendar days). External Transfers to your **Blue Foundry Bank** account are limited to \$ 5,000 per transaction; \$5,000.00 in aggregate per day; and \$10,000 in aggregate per calendar month (30 consecutive calendar days).

We reserve the right to change your External Transfer dollar limit at any time. If we decrease the dollar limit, we will notify you as required by law, but we may not notify you if we are restricting your transfer limits for security purposes or because of excessive overdrafts to your **Blue Foundry Bank** account.

For the purpose of External Transfers, your account is considered a New Account for the first 30 days it is open, whether you are a new or existing customer of **Blue Foundry Bank** and we reserve the right to not allow you to add any external account(s) or originate any external transfers within the first 30 days.

When you initiate an External Transfer from your account outside of **Blue Foundry Bank** to your **Blue Foundry Bank** account, you are initiating an ACH debit transfer to your external account and a corresponding credit to your **Blue Foundry Bank** account.

It may take up to three business days for an External Transfer you initiate to be received into your account. A fee may be charged for External Transfers. Consult our current Fee Schedule for applicable fees.

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F. Hours of Accessibility

You can access your **Blue Foundry Bank** accounts through eBanking seven days a week, 24 hours a day. However, at certain times, some or all of eBanking may not be available due to system maintenance. You will be notified Online when this occurs. Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

G. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring Funds - If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

III. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records or send you an electronic mail message (E-mail/Secure Messaging). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change.

As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

B. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

C. Questions or Error Correction on eBanking Transactions

In case of questions or errors about eBanking funds transfers through eBanking involving your account, here is what you should do:

- Contact **Blue Foundry Bank** by electronic mail (E-mail/Secure Messaging)
- Fax **Blue Foundry Bank** at **201-939-3957**
- Telephone **Blue Foundry Bank** at **201-939-5000**
- Write **Blue Foundry Bank** at **25 Orient Way, Rutherford, NJ 07070**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first paper statement or notice of electronic statement availability on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, 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 complaint or question in writing and we do not receive it within ten (10) business days, we will not credit your account.

If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your **Blue Foundry Bank** account on time or in the correct amount according to our agreement with you, we

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will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.

- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using eBanking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

D. Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

Blue Foundry Bank reserves the right to terminate this Agreement - The Bank reserves the right to terminate this Agreement and your access to eBanking, in whole or in part, at any time without prior notice.

IV. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call **Blue Foundry Bank** Customer Service at **201-939-5000**.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your eBanking password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify **Blue Foundry Bank** Customer Service at once at **201-939-5000**.

B. Unauthorized Transactions in Your Blue Foundry Bank Accounts

Notify us immediately if you believe another person has improperly obtained your eBanking password.

Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments).

To notify us, call **Blue Foundry Bank** Customer Service at **201-939-5000**, or write **Blue Foundry Bank, 25 Orient Way, Rutherford, NJ 07070**. If your eBanking password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your eBanking password without your permission to access a **Blue Foundry Bank** deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

V. eBanking Bill Pay Agreement and Disclosure

This is your bill paying agreement with **Blue Foundry Bank** (The Bank). You may use The Bank's bill paying service, **Blue Foundry Bank** Bill Pay, to direct The Bank to make payments from your designated checking account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Account Agreements, disclosures and other documents in effect from time to time governing your Account (Deposit Account Disclosures).

"You" or "your" means each person who is authorized to use the service. "Payee" means anyone, including The Bank and anyone The Bank accepts as a payee.

A. How to set up Payees/Payments

If you want to add a new payee; click on the Pay My Bills tab within your eBanking service and fill out the payee information fields. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. The Bank reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by The Bank will be assigned a payee code. You may pay any payee you wish if the merchant is located in the United States and Puerto Rico. Don't forget you can use this system to send payments to your son/daughter in college, pay your local orthodontist, credit cards, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money.

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The Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

B. Accessing the Service

You will access the service by clicking on the Pay My Bills link located within the eBanking system.

B. The Bill Paying Process

The Bank will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by The Bank, which is currently 4:00 p.m. EST. Variable bill requests received after the business day cut off time or at any time on a non-business day will be processed on the next business day. The Bank reserves its right to change the cut-off time by giving you notice if it changes.

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays). If a manual payment or recurring payment is entered after the daily processing cut off time or the payment date is a non-processing day, the payment will be scheduled for the next business day.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE PAYEE. IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS. IT IS OUR RECOMMENDATION THAT ADDITIONAL DAYS BE ALLOWED FOR PAYMENTS TRAVELING MORE THAN 4 STATES AWAY.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to The Bank. The Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and The Bank has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree that The Bank, at its option, may charge any of your accounts with The Bank to cover such payment obligations. Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

VI. Mobile Banking and Mobile Deposit Agreement and Disclosure

A. Terms and Conditions

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received by **Blue Foundry Bank**. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

The services are provided by **Blue Foundry Bank** and not by any other third party. You and **Blue Foundry Bank** are solely responsible for the content transmitted through the text messages sent to and from **Blue Foundry Bank**. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

This eMobile Banking and Mobile Remote Deposit Addendum ("Addendum") to the **Blue Foundry Bank** eBanking and Bill Pay Agreement ("Agreement") between you and **Blue Foundry Bank** contains the terms and conditions governing your use of the mobile banking and mobile deposit capture services **Blue Foundry Bank** ("us" or "we") may provide to you ("you", "your" or "Customer or Business "). Other agreements you have entered into with **Blue Foundry Bank**, including the eBanking, mobile banking/mobile deposit and Bill Pay Agreement are incorporated herein by reference.

Except as modified by this Addendum, all terms and conditions in the **Blue Foundry Bank** eBanking, mobile banking/mobile deposit and Bill Pay Agreement remain in full force and effect. If there is a conflict with the **Blue Foundry Bank** eBanking Service Agreement (the "Agreement") and this Addendum, this Addendum shall control.

B. Services

The mobile banking and mobile remote deposit capture services ("Services") are designed to allow you to view activity, transfer money, pay bills via **Blue Foundry Bank** eBanking Bill Pay and make deposits into certain accounts that are eligible to receive mobile check deposits ("Mobile Accounts"). Mobile Deposits are processed by converting checks into an image by taking pictures of checks and delivering the images and associated deposit information to **Blue Foundry Bank** or **Blue Foundry Bank's** designated processor via an application (the "App") installed on your supported mobile device. The App is considered part of the Service.

Mobile Deposit Services is made available to **Blue Foundry Bank** customers at the sole discretion of **Blue Foundry Bank** and may not be available to all **Blue Foundry Bank** customers.

C. Acceptance of these Terms

Your use of the Services constitutes your acceptance of this Addendum. This Addendum is subject to change from time to time. We will notify you of

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any material change via one or more of the following methods: an alert when you sign-in to Services, e-mail, text message, or on our website by providing a link to the revised Addendum or by an online secure message. Your continued use of the Services will indicate your consent to be bound by the Addendum, as same may be revised from time to time.

Further, **Blue Foundry Bank** reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

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D. Equipment/Data Service

To use the Services, you must obtain and maintain, at your expense, a supported mobile device with compatible hardware and software as specified by **Blue Foundry Bank's** from time to time and suitable data service. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with the Services. **Blue Foundry Bank** is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

E. Limitations

When using the Services, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

Except as expressly provided in this Addendum, deposits made through the Services are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

F. Eligible Checks and Items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Addendum or such other items as we, in our sole discretion, elect to include under the Services.

You authorize us to process any image that you send us or convert any image to an Image Replacement Document for subsequent presentment and collection. It shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the applicable New Jersey Uniform Commercial Code.

You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- Checks payable to any person(s) or entity other than the person(s) or entity that owns the account that the check is being deposited into
- Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which 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 or item is drawn
- Checks or items previously converted to a substitute check, as defined in Reg CC
- Checks or items drawn on a financial institution located outside the United States
- Checks or items not payable in United States currency
- Checks or items that are remotely created checks, as defined in Reg CC, and Checks that have
- Checks or items dated more than 6 months prior to the date of deposit
- Checks or items Post-dated (dated for a future day)
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds
- Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of any agreement governing your **Blue Foundry Bank** Account
- Checks with any endorsement on the back other than that specified in this Addendum
- Checks payable on site or payable through drafts as defined by Reg CC
- Traveler's Checks
- Insurance drafts

Nothing in this Addendum should be construed as requiring **Blue Foundry Bank** to accept any check or item for deposit, even if **Blue Foundry Bank** has accepted that type of check or item previously. Nor shall **Blue Foundry Bank** be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Addendum.

G. Security of Your Mobile Device and Account Information

You are responsible for:

- maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Services (collectively, "Access Information")
- preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Services (collectively, "Account Information"). You agree not to supply your Access Information to anyone.

You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Services (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

We will use commercially reasonable efforts to secure the Services to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Services could be compromised, or malicious code could be introduced by third parties. We will provide you with notice upon actual knowledge of learning that your information is the subject of a security breach as required by applicable law.

H. Requirements

You are responsible for the image quality of any check or item that you transmit. The image of a check or item transmitted to **Blue Foundry Bank** using the Services must be legible. An image of the front of the original check and an image of the back of the original check with the proper endorsement is required.

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Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, 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 of the checks must meet the standards established by the American National Standards Institute, Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

I. Endorsements and Procedures

Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as "For Mobile Deposit Only" or as otherwise instructed by **Blue Foundry Bank**.

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 the check. If the check is payable to you and your joint owner, both of you must endorse the check.

You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. You agree to promptly supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Services.

J. Receipt of Checks and Items

We reserve the right to reject any check or item transmitted through the Services, at our sole and absolute discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission.

An image of a check or item shall be deemed received when you receive a confirmation from **Blue Foundry Bank** that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

We will notify you of any rejected items.

K. Transmission Errors

By using the Service, you accept the risk that an item may be intercepted or misdirected during transmission. **Blue Foundry Bank** bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

L. Availability of Funds

You agree that the items transmitted using the Services are not subject to the fund's availability requirements of Federal Reserve Board Regulation CC. You also agree that the items are not subject to the dispute resolution process or requirements established under the Electronic Funds Transfer Act or its implementing regulation, Regulation E.

In general, if an image of an item you transmit through the Services is received and accepted before 4:00PM EST on a business day, we consider that business day to be the day of your deposit. Otherwise, if an image of an item you transmit through the Services is received and accepted after 4:00P M EST on a business day or on a Saturday, Sunday or Holiday, we will consider that the deposit was made on the next business day we are open.

We will make funds available for checks and items received, accepted, and successfully processed through the Services according to our standard funds availability policy. Refer to <https://bluefoundrybank.com/disclosures>

M. Returned Deposits

If an eligible item deposited through Mobile Deposit is dishonored, rejected or otherwise returned unpaid for any reason including insufficient funds, **Blue Foundry Bank** may off-set the amount of the returned eligible item by debiting the account into which you deposited the returned eligible item or by transferring funds from another account held by you with the Bank.

Notification of the returned deposited item will not be available to you through Mobile Deposit or the Application and may be mailed or sent through other means deemed acceptable by the Bank.

You are responsible for reimbursing the Bank for all loss, cost, damage or expense related to the processing of the returned eligible item. You are prohibited from attempting to deposit or otherwise negotiate an eligible item through Mobile Deposit if it has been charged back to you.

You are solely responsible for verifying the validity of an item returned as forged or counterfeit, and if you suspect that an item is forged or counterfeit, they must not deposit that item. The Bank is not responsible for detecting forged or counterfeit items that you deposit.

N. Disposal of Transmitted Checks and Items

You agree to retain the check or item transmitted under this Addendum for at least 14 business days from the date of the image transmission. After 14 business days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit or presentment. During the time the retained check is available, you agree to promptly provide it to **Blue Foundry Bank** upon request. You agree to never represent to us or any other party a check or item that has been deposited through the Service.

O. Limits

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The following limits apply to the dollar amount and/or number of items or deposits (over a period of time set by us) that you may transmit using the Service in a day and we may modify these limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times.

- Consumer
 - Per check limit: \$5,000.00
 - Daily aggregate limit: \$5,000.00 and/or 10 items
 - Monthly (30 consecutive calendar days) aggregate limit; \$10,000.00 and/or 30 items
- Business
 - Per check limit: \$25,000.00
 - Daily aggregate limit: \$25,000.00 and/or 25 items
 - Monthly (30 consecutive calendar days) aggregate limit; \$50,000.00 and/or 50 items

We reserve the right to modify these limits from time to time or to impose different limits on new customers.

P. Presentment

The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in **Blue Foundry Bank's** sole discretion, subject to the relevant deposit account agreement governing the account in which the item is deposited.

Q. Warranties; Indemnity

You warrant to **Blue Foundry Bank** that:

- You will only transmit eligible items
- You will not transmit duplicate items
- You will not deposit, redeposit or represent the original check with **Blue Foundry Bank** or any other party;
- You will comply with this Addendum and all applicable rules, laws and regulations in using Services
- You are not aware of any factor which may impair the collectability of the item

You agree to indemnify and hold harmless **Blue Foundry Bank** from any loss for breach of this warranty provision or the terms of this Addendum, which indemnity shall survive the termination of the Agreement, this Addendum and the closing of any Accounts.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND BLUE FOUNDRY BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, LICENSORS, AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL FIRST AND THIRD PARTY CLAIMS, LIABILITIES, DAMAGES EXPENSES, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) AND OTHER LOSSES CAUSED BY OR RESULTING FROM YOUR USE OF THE SERVICES, THE USE OF THE SERVICES BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, YOUR BREACH OF THIS ADDENDUM OR THE AGREEMENTS, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

R. Changes to the Service

We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Services will constitute your acceptance of and agreement to such changes. Maintenance to the Services may be performed from time-to-time resulting in interrupted service, delays or errors in the Services and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

S. Use of Your Geolocation.

When you are submitting an image for processing through the Services, we reserve the right to, at our discretion, use your Mobile Device's capabilities to obtain your Geolocation for fraud prevention services. We may choose to capture either your current location or the last location stored on your Mobile Device.

T. Fees

The eMobile Banking Service provided is currently free. If fees are imposed, you are responsible for paying the fees for use of the Services as Blue Foundry Bank may charge from time to time. **Blue Foundry Bank** may change the fees for the Services at any time. You authorize **Blue Foundry Bank** to deduct any such fees from any account in your name.

U. Termination

We may terminate this Addendum at any time for any reason. This Addendum shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Addendum may be terminated if you breach any term of this Addendum, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of any agreement you entered into with us.

VII. Mobile Banking and Mobile Deposit Agreement and Disclosure - Section B End User License Agreement Terms for the Downloadable App

To be agreed to by End User Prior to Use of the Downloadable App

A. Ownership

Blue Foundry Bank
eBanking Access Agreement

You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

B. License

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

C. Restrictions

You shall not:

- modify, revise or create any derivative works of the Software
- decompile, reverse engineer or otherwise attempt to derive the source code for the Software
- redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright

D. Disclaimer Warranty

THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

E. Limitations of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

F. U.S. Government Restricted Rights.

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this agreement.

G. Miscellaneous

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of New Jersey excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of New Jersey and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

H. Content and Services.

Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.