

Blue Foundry Bank eBanking Access Agreement

I. Introduction

II. Accessing Your Blue Foundry Bank Accounts through eBanking (Online Banking)

- A. Requirements
- B. Electronic Mail (E-mail)
- C. Fees
- D. New Services
- E. Benefits of Using eBanking

III. Terms and Conditions

- A. Your eBanking Password
- B. Payment Account
- C. Our Liability
- D. Overdrafts: Order of Payments, Transfers, Other Withdrawals
- E. External Transfers
- F. Hours of Accessibility
- G. Additional Terms and Conditions

IV. General Terms

- A. Changes to Charges, Fees or Other Terms
- B. Disclosure of Account Information
- C. Questions or Error Correction on eBanking Transactions
- D. Other General Terms

V. Protecting Your Account

- A. Preventing Misuse of Your Account
 - B. Unauthorized Transactions in Your Blue Foundry Bank Accounts
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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 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)

Sending electronic mail (E-mail) through eBanking is a way to communicate with the Bank. Email is provided for you to ask questions about your account(s) and provide general feedback. E-mail 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 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. You should call us at 201-939-5000 instead.

You cannot use E-mail 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. 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).
- Transfer funds to your accounts at other financial institutions.
- Communicate directly with **Blue Foundry Bank** through E-mail.

III. 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 acknowledges your receipt and understanding of this disclosure.

A. Your Online 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.

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.

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) 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"). External Transfers are not when using a mobile device.

When you originate External Transfers, you authorize Blue Foundry Bank and our service provider to initiate debit and credit entries, upon your instructions, to 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. Before you originate an External Transfer, you will be asked to complete a test transaction. If the test 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 7:00 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.

Limitations: 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 \$100,000.00 per transaction; \$100,000.00 in aggregate per day; and \$200,000 in aggregate per calendar month (30 consecutive calendar days). External Transfers to your Blue Foundry Bank account are limited to \$100,000 per transaction; \$100,000.00 in aggregate per day; and \$200,000 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 90 days it is open, whether you are a new or existing customer of Blue Foundry Bank. 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.

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 - The number of transfers from a savings account or money market account is limited as described in the applicable Deposit Agreement and Disclosure. 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.

IV. 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). 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)
- 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 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.

V. 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.

Taking Care of Your eBanking Password - The password that is used to gain access to eBanking should also be kept confidential. For your protection, the eBanking system is designed to prompt you to change your password every 90 days. 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. 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.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

eBanking Bill Pay Agreement

BILL PAYING AGREEMENT/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.

HOW TO SET UP PAYEES/PAYMENTS

Complete a bill paying enrollment form. If you want to add a new payee; click on the Make Payments 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 almost any payee you wish as long as 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.

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.

ACCESSING THE SERVICE

When you complete your bill paying enrollment form, you will access the service by clicking on the "Make Payments" link located within the eBanking system.

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), it is adjusted based upon the following rules:

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.