

# **Blue Foundry Bank**

## **Electronic Communications Disclosure**

### **TABLE OF CONTENTS**

*Meaning of some words*  
*Governing Laws*  
*Electronic Notice and Consent*  
*Withdrawing Consent*  
*Accuracy of Information*  
*Hardware and Software Requirements*  
*Eligible Accounts*  
*Privacy*  
*Change in Terms of Use*  
*Liability*  
*Electronic Mail*

#### **A. Meaning of Some Words**

In this Electronic Communications Disclosure ("ECD"), (a) "we", "us", and "our" mean Blue Foundry Bank; (b) "you" and "your" mean the owner(s) of any account maintained or being opened with us; (c) "Service" means an electronic Internet-based service by which you will open or transact an account with us; (d) "account" or "accounts" means any account maintained or being opened with us; and (e) "Electronic Documents" mean disclosures, account statements, agreements, communications, notices (e.g. Statements, Electronic Communications Disclosure, Online Banking Disclosure), any document we are required to send to you by law, contract, or otherwise, and any other documents applicable to your account or any product or service you have with us

#### **B. Governing Laws**

This Service shall be governed by federal law and New Jersey State law to the extent not superseded by federal law. You must consent to the Electronic Communications Disclosure in order to utilize Services.

#### **C. Electronic Notice and Consent**

You have the right to receive certain Electronic Documents "in writing" - meaning on paper. With your consent, we may deliver them to you electronically, instead. By giving us your consent, you understand and agree that this ECD and all other Electronic Documents may, in our sole discretion, be provided or made available to you electronically. These include Electronic Documents pursuant to the Electronic Funds Transfer Act, Expedited Funds Availability Act, Truth in Savings Act, Internal Revenue Code and any other applicable federal, state or local law or regulation, the Deposit Account Rules and Regulations and any other agreement with you. You are consenting on behalf of yourself and any other owner of the account to receive Electronic Documents electronically (e.g. by electronic mail ("E-mail"), access to a website, through a Service, or other electronic forms that you are able to access Electronic Documents).

You are responsible for accessing, opening and reading your Electronic Documents at your earliest convenience. These may contain important and legally binding information and disclosures. You should print a paper copy of this ECD and any Electronic Documents that are important to you, and retain a copy for your records.

You are responsible for promptly notifying Blue Foundry Bank if any documents you receive are incomplete, unreadable, or inaccessible. Email will sometimes get accidentally collected in a junk mail/spam mail folder by your email/internet service provider.

You understand that you have a duty to exercise reasonable promptness in examining the eStatement which includes your cancelled checks for unauthorized signatures, alterations, forgery, posting errors, etc. The statute of limitations governing these responsibilities will commence at the time the Bank

sends you the email notification that your eStatement is available. We must hear from you no later than 60 days after we sent you the FIRST notification of a statement on which the error or problem appeared as outlined in our EFT Disclosure. You agree that Blue Foundry Bank's security procedures are commercially reasonable.

If we are required by law or regulation to give you an Electronic Document, upon request, we will provide a paper copy to you. We may assess you a fee to provide account statements and other documents in paper format as set forth in the fee schedule applicable to your account. You may request a paper copy through Online Banking, by contacting us at 201-939-5000, by visiting any of our branches, or by writing to Blue Foundry Bank, 25 Orient Way, Rutherford, NJ 07070.

#### **D. Withdrawing Consent to this ECD**

You may withdraw your consent at any time. To withdraw your consent to the terms set forth in this ECD, you will need to terminate your access to any Service, including but not limited to Online Banking and mobile banking. If you separately agreed to our "Electronic Document Delivery Agreement", you may terminate your agreement to receive Electronic Documents electronically by calling us at 201-939-5000, by visiting any of our branches, or by writing to Blue Foundry Bank, 25 Orient Way, Rutherford, NJ 07070.

#### **E. Accuracy of Information**

You warrant and represent to us that all information you provide in a Service will be correct and complete in all respects and agree to indemnify us from any claims, liability, damages and/or costs (including but not limited to attorney's fees) arising from our reliance on the information you provide.

#### **F. Hardware and Software Requirements**

In order to access and retain Electronic Documents, you will need a connection to the Internet and access to a printer or the ability to download information in order to keep copies for your records. You will need an active e-mail address. You will also need to ensure that you have the following hardware and software:

- Valid email address
- Computer Processor Unit (CPU) capable of Internet connectivity
- Personal computer or MAC with a printer capable of printing text screens and PDF files, and/or a hard drive capable of storing data
- MS Internet Explorer 9.0 or higher, Mozilla Firefox 39 or higher, Chrome 44 or higher or Safari 4.0 or higher. Cookies and JavaScript must be enabled.
- Authorized Blue Foundry Bank On-line Banking Access (bluefoundrybank.com) Adobe 9.0 or higher (download free from adobe.com)

#### **G. Eligible Accounts**

Checking and/or Savings eStatements will be available at the same frequency (cycle) as mailed statements. Generally, checking statements are delivered monthly, while some savings statements are delivered quarterly. Dormant account cycles may differ.

#### **H. Privacy**

Our privacy policy that has been previously provided to our customers will apply to this service and the policy is incorporated into and made part of this Blue Foundry Bank Electronic Communications Disclosure. Your email address will be used in accordance with the Bank's privacy statement to deliver notification to you; your email address will not be sold or otherwise provided to third parties.

**I. Changes in Terms of Use**

Blue Foundry Bank reserves the right to modify this Agreement at any time. Any modifications to this service shall be effective the date provided within the notification posted on our website: bluefoundrybank.com. Blue Foundry Bank will notify you of any amendments to this Agreement, including any changes in hardware or software required to access documents by providing notice to you via your email address or our website, bluefoundrybank.com. Blue Foundry Bank has the right to rescind this Agreement at any time and for any reason without advance notice.

**J. Liability**

Blue Foundry Bank does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed or miss-delivery. Factors affecting these email notifications are solely between you and a Third Party that you designate, such as an Internet Service Provider and Phone company. We make no representations or warranties whatsoever with regard to Third Party Service Providers products or services. Likewise, Blue Foundry Bank makes no warranty of any kind, express or implied that our eStatement delivery will be uninterrupted or error free. We do not and cannot warrant that Blue Foundry Bank will operate without error, or that eStatements will be available at all times. You agree that neither we nor our suppliers or our directors, officers or employees be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data or other similar loss. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service.

**K. Electronic Mail**

E-mail transmissions may not be secure. Please do not send us or ask for sensitive information (such as personal identification, account or other financial information) via any e-mail system. If you wish to contact us, please call us at 201-939-5000, click on the "Contact Us" link that is available on our Online Banking system, visit any of our branches, or write to Blue Foundry Bank, 25 Orient Way, Rutherford, NJ 07070.

If you send us a message through our Web site, we will receive it by the following business day. You agree that we may take a reasonable period of time to act on any message received.

If you need to contact us on an urgent matter (for example, to report an unauthorized transaction from your account), please call us immediately 201-939-5000. This will ensure that your situation can be addressed as promptly as possible.

You must promptly notify us of any change in your e-mail address through Online Banking, by calling 201-939-5000, by visiting any of our branches, or by writing to Blue Foundry Bank, 25 Orient Way, Rutherford, NJ 07070. If you do not provide us with notice of change of your e-mail address, you agree that we may send all e-mail notices, Electronic Documents, and other correspondence to you at the e-mail address maintained in our records for such accounts, products, or services or as otherwise set forth herein.