

## BUSINESS ACCOUNT PERSON TO PERSON TRANSFER TERMS AND CONDITIONS ADDENDUM

PLEASE READ THIS PERSON TO PERSON TRANSFER TERMS AND CONDITIONS ADDENDUM FOR BUSINESS ACCOUNTS (THIS "ADDENDUM") AND THE DIGITAL SERVICES – ONLINE AND MOBILE BANKING AGREEMENT (THE "DIGITAL SERVICES AGREEMENT") (available at: [lovebethpage.com/DigitalAgreement](http://lovebethpage.com/DigitalAgreement)) CAREFULLY. BY ACCESSING OR USING THE PERSON TO PERSON TRANSFER SERVICE YOU AGREE TO BE BOUND BY THIS ADDENDUM AND THE DIGITAL SERVICES AGREEMENT, AS FURTHER DESCRIBED BELOW. THIS ADDENDUM IS SUBJECT TO CHANGE AND ANY CHANGES WILL BE INCORPORATED INTO THIS ADDENDUM AS PROVIDED IN "CHANGES TO THIS ADDENDUM" BELOW. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS ADDENDUM AND THE DIGITAL SERVICES AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS OR USE THE PERSON TO PERSON TRANSFER SERVICE.

BY USING THIS SERVICE, YOU WILL BE REDIRECTED TO A SITE AND SYSTEM OPERATED BY, AND UNDER THE CONTROL OF, ACCULYNK, INC. ("ACCULYNK").

All capitalized terms used but not defined in this Addendum shall have the meanings given to those terms in the Digital Services Agreement or your Member Account Agreement (available at: [lovebethpage.com/businessMAA](http://lovebethpage.com/businessMAA)).

### GENERAL INFORMATION

Person to Person Transfer Service ("Transfer" or "Service") for Business Accounts is made available through Bethpage Digital channels by Acculynk. Acculynk is a company that arranges for person-to-person payments to customers of any U.S. financial institution ("Financial Institution"). The Service allows you as the "Sender" to send funds as a onetime transfer using your debit card to persons "Recipients" with an Account at Bethpage or an Account at another Financial Institution. "Account" or "Accounts" refers to any accounts that may be debited or credited with funds under these Terms of Use. This Service is available from your mobile phone, tablet, laptop or other computer. Check with your wireless carrier for any text message rates that may apply. The "Site" is Acculynk's electronic location accessed by a user through a mobile phone, computer or other access device.

Transfer instructions relating to external accounts and the transmission and issuance of data related to such Transfer instructions shall be received pursuant to the terms of this Addendum, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect along with amendments made from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the third party institution, which holds the account, has finally settled such credit.

### REQUIREMENTS AND LIMITATIONS

- You may initiate a transfer using your debit card. Credit cards are not eligible for this service.
- Transfer number and dollar amount limits apply and are designed to be flexible. They may be based on confidential fraud and risk criteria used to manage risk related to offering this service and to protect our member accounts. Limits are modified at our sole discretion and without notice.
- Transfers are counted toward the Debit Card daily transaction limits set forth in your Business Member Account Agreement.

- Your available balance requires sufficient funds to cover the transfer on the day you initiate a transfer; otherwise your request may be declined.
- The receiving Financial Institution may have limits on the number and amount of Transfers allowed and on the timing for when the funds will be available to the Recipient.

## TRANSFER PROCESS

### Sender

- You will be prompted to enter your debit card number and expiration date.
- Similar to an ATM or point of sale transaction, you will also be prompted to enter your pin as part of authentication and authorization for your payment.
- You will be prompted to enter the Recipient's email address or mobile phone number, which Acculynk will use to inform your Recipient of the transfer.
- Funds for your transfer will be debited from your Account immediately.

### Recipient

- The Recipient will receive a message notifying them of the pending deposit along with a secure link to the Acculynk's application.
- The application will prompt the Recipient to enter information required to complete the transfer.
- Once the Recipient enters information and accepts the transfer, the funds will be immediately sent to the Recipients' Financial Institution for deposit to their Account.
- If the Recipient's Account is with Bethpage, the deposit will be made on the day the Recipient accepts the transfer from the Sender.
- If the Recipient's Account is not with Bethpage, the deposit will be made in accordance with their Financial Institution's policies.
- The Recipient must accept the transfer within 10 calendar days or the transfer will be cancelled and the funds returned to the Sender's Account.

## METHOD AND TIMING OF TRANSFERS

The Recipient may choose to receive the funds by one of two methods:

1. Providing their debit card information; or
2. Providing their account number and Financial Institution routing number.

Funds received with debit card information may be credited immediately while funds received with account and routing information may take one to three days for processing through the ACH (Automated Clearing House) network. Regardless of the method selected, the timing is also impacted by when the Recipient responds to the email or text message and when their Financial Institution posts the transfer. The posting may also be subject to the receiving Financial Institution's business day and processing cut of times.

## ISSUES THAT MAY AFFECT THE TRANSFER

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to:

- Errors made by the Sender or Recipient in entering information, such as inaccurate account or card number information
- Delays in posting by the receiving institution
- Acts of God
- Network and NACHA interruptions.

If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither Bethpage nor Acculynk is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account.

## COOKIES, BROWSER INFORMATION AND RELATED ISSUES

When you visit the Site, Acculynk may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

We and Acculynk may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter our cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

When you use the service to send funds, your account information will be maintained by Acculynk for a retention period to accommodate any residual issues that may arise in connection with your use of the P2P service.

## AUTHORIZATION AND INFORMATION ACCURACY, RESPONSIBILITY AND AGREEMENT

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize Bethpage, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or verifying your information against third party databases or through other sources.

## SENDER ACKNOWLEDGEMENT AND CONSENT

By using this Service, you represent to Bethpage that you are authorized on the Bethpage Account to conduct this transfer. You further represent that you are the owner or have the authority to act on behalf of the owner of the mobile phone number or email address you use to send or receive messages regarding transfers. You are also consenting to abide by the terms of the Digital Services Agreement and this Addendum and additionally agree as follows:

- You authorize Bethpage to debit your Account to complete the Transfer you request.
- You agree as the Sender to authorize sending an email or text message instructing your Recipient how they can obtain the funds you are sending.
- You agree that any party receiving the email message at the email address you provide or text message to the mobile number you provide may obtain the funds you are sending. Further, you agree that we are not responsible for determining the identity of the party who receives the email or text message and acts on the instructions provided to receive the funds.
- You agree to receive emails or automated text messages from Bethpage, Acculynk or its other service providers regarding the transfers and you represent that you have obtained the consent of the Recipients for your intended transfers.
- You agree we have no obligation to cancel the transfer or to reimburse funds that were transferred according to your instructions. Funds credited to the Recipient's Account cannot be recalled by us.
- You agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide.
- You understand your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds.
- You agree to call us immediately at 1-800-628-7070 if you suspect that you entered information incorrectly and we may attempt to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions
- You agree we may reject any transfer request and may terminate your use of this service for any reason including attempting transfers from an account with insufficient funds.

## RECIPIENT ACKNOWLEDGEMENT AND CONSENT

Your intended Recipient will be presented with additional terms to which they must agree, in order to receive the transferred funds, which additional terms are available at [Lovebethpage.com/BusinessPersontoPerson/recipient](https://lovebethpage.com/BusinessPersontoPerson/recipient).

## INDEMNIFICATION

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Bethpage and its affiliates, employees, contractors, officers, directors, Service Providers, agents, representatives, successors, and assigns from and against any and all demands, liabilities, claims, damages, losses, costs, expenses, and harms, including reasonable attorneys' fees and expenses (including any of the foregoing incurred in enforcement of this indemnity provision), that arise from or in connection with: (i) your misuse of the Service; (ii) our reliance on Transfer instructions and other information that you provide; or (iii) the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

## CHANGES TO THIS ADDENDUM

We may change this Addendum at any time. For example, we may add, delete or amend terms or the Service. Any changes will be incorporated into this Addendum, and made available through Online Banking and the Mobile App. Depending on the nature of the change, we may also notify you of such changes by mail or by e-mail or other direct communication. For certain changes, you may also be prompted to agree to the updated Addendum before continuing to access or use the Service. If you access or use the Service after the effective date of a change, your access or use indicates your acceptance of the change(s).

## ACCEPTANCE OF AGREEMENT

By accessing or using the Service you agree to abide by the terms and conditions of this Addendum, the Digital Services Agreement and the Member Account Agreement.

BY CHECKING THE "I ACCEPT THE TERMS OF SERVICE" BOX AND CLICKING THE "SEND" BUTTON, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS ADDENDUM AND ALL ELEMENTS HEREOF, INCLUDING AS THIS ADDENDUM MAY BE CHANGED OR AMENDED IN THE FUTURE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS ADDENDUM, DO NOT CHECK THE "I ACCEPT THE TERMS OF SERVICE" BOX AND DO NOT CLICK THE "SEND" BUTTON. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS ADDENDUM, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SERVICE.