

## PERSON TO PERSON (P2P) SERVICE TRANSFER FOR BUSINESS ACCOUNTS RECIPIENT TERMS OF SERVICE

PLEASE READ THE PERSON TO PERSON (P2P) SERVICE TRANSFER FOR BUSINESS ACCOUNTS TERMS OF SERVICE (THIS "AGREEMENT") CAREFULLY. BY ACCESSING OR USING THE PERSON TO PERSON TRANSFER SERVICES YOU AGREE TO BE BOUND BY THIS AGREEMENT, AS FURTHER DESCRIBED BELOW. THIS AGREEMENT IS SUBJECT TO CHANGE AND ANY CHANGES WILL BE INCORPORATED INTO THIS AGREEMENT AS PROVIDED IN "CHANGES TO THIS AGREEMENT" BELOW. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS 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 THE SERVICE PROVIDER FOR P2P TRANSFERS, ACCULYNK, INC. ("ACCULYNK").

### 1) GENERAL INFORMATION

The Bethpage Person to Person Transfer Service ("Transfer" or "Service") for Business Accounts is made available through 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 a Sender (as defined below) to send funds as a onetime transfer to you as a Recipient (as defined below) to an Account (as defined below) at Bethpage or at another Financial Institution.

Any Account accessed through the Service is also subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

### 2) DEFINITIONS

- a) **"Account" or "Accounts"** refers to any accounts that may be debited or credited with funds under this Agreement.
- b) **"ACH Network"** means the funds transfers system governed by NACHA (National Automated Clearing House Association) Rules that provide transfer services to participating financial institutions.
- c) **"POS" or "Point of Sale"** transfers mean real time transfers that can be completed using a debit card.
- d) **"Recipient"** means the individual to whom the Sender transfers funds.
- e) **"Sender"** is the Bethpage Member that transfers funds to another person through the Service.
- f) **"Service"** means the P2P service powered by Acculynk that allows a Sender to send funds to a Recipient.
- g) **"Site"** is the Acculynk-operated Bethpage electronic location accessed by a user through a mobile phone, computer or other access device.
- h) **"Transfer"** means an electronic movement of funds from an account at Bethpage to an account of another party by means of the Service.
- i) **"Transfer Instructions"** means the information that you provide when using the Service.
- j) **"Us," "We," and "Our"** means Bethpage and/or our applicable affiliates.
- k) **"You" and "Your"** mean the Recipient and each person who accesses the Site, or uses the Service.

### 3) AVAILABILITY AND UNAUTHORIZED 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.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Bethpage and/or Acculynk may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

### 4) DESCRIPTION OF SERVICE AND CONSENT

Senders may send one-time Transfers to other Bethpage members or to a person with an account at another Financial Institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. The Sender may originate these Transfers by use of a computer or a mobile smart phone. To use this Service you are providing information to Bethpage and Acculynk from your mobile phone, desktop, laptop, or other computer.

By participating in the Service, you are representing to Bethpage and Acculynk that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from Bethpage, Acculynk or their respective agents or service providers, regarding the Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

#### **5) ELIGIBILITY**

Any individual age 15 years and older with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are transferred by the Sender. The Service is not offered to individuals under the age of 15. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. Bethpage does not knowingly collect any personal information from or about individuals under 15 years of age. Please do not submit such information to Bethpage, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.

#### **6) TRANSFER PROCESS**

The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. The Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and the fee, if any, imposed by Bethpage or other Financial Institution. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's Financial Institution for deposit to the Recipient's account. Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's Financial Institution or Bethpage, as applicable, once claimed by the Recipient. 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. Neither Bethpage nor Acculynk is responsible for any failure of another Financial Institution to timely credit its customer's account.

#### **7) 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.

If you do not wish to provide your debit card information or your Financial Institution does not participate in this service, you should select the option to provide your account number and routing number of the Financial Institution where you maintain the Account to be credited. In this case, the funds will be transferred through the Automated Clearing House ("ACH"). Please note, if choose to receive the funds using your debit card information and your Financial Institution does not participate in this service, you may receive a message indicating that your card is currently not eligible to receive funds. If this is the case, you can try to use a debit

card from a different Financial Institution or you can choose to receive your funds using your account number and Financial Institution routing number information.

#### **8) 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.

Other Financial Institutions have rules and regulations that govern their Accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the Financial Institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

#### **9) AUTHORIZATION AND INFORMATION ACCURACY, RESPONSIBILITY AND AGREEMENT**

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number the Sender enters even if it identifies a person different from the Sender's intended Recipient. The Sender must accurately enter the Recipient's email address or mobile phone number since the Sender's obligation to pay for the Transfer will not be excused by an error in the information the Sender enters.

Transfer Instructions and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, 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"), as applicable. The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until Bethpage or the third party institution, which holds the account, has finally settled such credit.

If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you 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.

#### **10) 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.

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.

#### **11) RECIPIENT ACKNOWLEDGEMENT AND CONSENT**

- You are the intended Recipient of the email or text message and you are the intended Recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity.
- You authorize the crediting of your Account using a card network or NACHA governed ACH network.
- You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, the financial institution reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.
- You agree that Bethpage, the receiving Financial Institution and Acculynk may rely solely on the information you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's Account.
- You acknowledge that the receiving Financial Institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. You agree retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred.
- You acknowledge and understand that the funds that are credited to the Account cannot be recalled by us.
- You acknowledge and understand that the receiving Financial Institution may have limits on the number and types of transfers they allow and may also charge a transaction fee. You will need to check with your institution for information for additional about their transfer policies.

#### **12) LIMITATION OF LIABILITY**

BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERROR AS WELL AS OTHER FACTORS, THE SERVICE (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED IN OR MADE AVAILABLE THROUGH THE SERVICE) IS PROVIDED "AS IS" "AS AVAILABLE". BETHPAGE AND ITS SERVICE PROVIDERS ARE NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE SERVICE, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FREEDOM FROM VIRUSES OR OTHER HARMFUL OR MALICIOUS CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BETHPAGE AND ITS SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIM AND REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED IN OR MADE AVAILABLE THROUGH THE SERVICE, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION AND MATERIALS. FURTHER, BETHPAGE AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE

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UNDER NO CIRCUMSTANCES WILL BETHPAGE OR ANY SERVICE PROVIDER BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE SERVICE OR ANY PORTION THEREOF, REGARDLESS OF WHETHER BETHPAGE OR SUCH SERVICE PROVIDER HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

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BETHPAGE, ITS AFFILIATES, AND ITS SERVICE PROVIDERS SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAY OR FAILURE UNDER THIS AGREEMENT IF SUCH DELAY OR FAILURE RESULTS FROM CIRCUMSTANCES BEYOND SUCH PARTY'S REASONABLE CONTROL, SUCH AS FIRE, EXPLOSION, LABOR DISPUTE, EARTHQUAKE, CASUALTY OR ACCIDENT, FAILURE OF TRANSPORTATION FACILITIES AND/OR SERVICES, FAILURE OF TELECOMMUNICATOINS FACILITIES AND/OR SERVICES INCLUDING INTERNET SERVICES, EPIDEMIC, FLOOD, DROUGHT, OR BY REASON OF WAR, REVOLUTION, CIVIL COMMOTION, BLOCKADE OR EMBARGO, ACT OF GOD, ANY INABILITY TO OBTAIN ANY REQUISITE LICENSE, PERMIT OR AUTHORIZATION, OR BY REASON OF ANY LAW, PROCLAMATION, REGULATION, ORDINANCE, DEMAND OR REQUIREMENT OF ANY GOVERNMENT OR BY REASON OF ANY OTHER CAUSE WHATSOEVER, WHETHER SIMILAR OR DISSIMILAR TO THOSE ENUMERATED.

### **13) TIME FOR MAKING A CLAIM**

IN NO EVENT SHALL ACCULYNK, BETHPAGE OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

### **15) 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) any information you provide through the Service; or (iii) your violation of any third party rights, including without limitation, any copyright, property or privacy right. Bethpage reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Bethpage in asserting any available defenses. This indemnity obligation will survive any expiration or termination of this Agreement and your use of the Service.

**16) ENFORCEABILITY, GOVERNING LAW AND VENUE**

This Agreement and the access to and use of the Service shall be governed by the laws of the State of New York, except where preempted by federal law, as applicable, without regard to conflict of law principles. Any action regarding the interpretation, breach, or enforcement of this Agreement or related to the Service will be filed in and heard exclusively by the state or federal courts, as applicable, with jurisdiction to hear such disputes in Nassau County, New York, and both parties hereby submit to the exclusive personal jurisdiction of such courts. If any part of this Agreement should be deemed invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.

**17) CONTACT US**

If you have any questions about this Agreement or the Service, you may contact us at the following phone number: 1-800-628-7070

**18) CHANGES TO THIS AGREEMENT**

We may change this Agreement at any time. For example, we may add, delete or amend terms or the Service. Any changes will be incorporated into this Agreement, and made available through the Service. 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 Agreement 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).

**19) ACCEPTANCE OF TERMS**

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