

BANK BY NET®

AGREEMENT AND DISCLOSURE

I. Introduction

This Bank By Net® Agreement and Disclosure (the "Agreement") explains the terms and conditions governing basic Internet banking services and bill payment services offered by New York Community Bank (collectively "Bank By Net® Services"). By using any of the Bank By Net® Services, you agree to abide by the terms and conditions of this Agreement. The terms "we", "us", "our", "AmTrust Direct, a service of New York Community Bank", "AmTrust Bank", "Ohio Savings Bank" and "Bank" refer to New York Community Bank. "You" and "your" refer to each person or business entity who registers for Bank By Net® Services and has a password. The term "business days" means Monday through Friday, excluding Saturdays, Sundays and federal holidays.

This Agreement incorporates the terms and conditions for the services provided by Bank By Net® Services, including certain online banking services provided by New York Community Bank ("Online Banking"), and certain online banking services provided by AmTrust Direct, a service of New York Community Bank ("AmTrust Direct"). Any reference herein to the term "e-Account" shall exclusively apply to Money Market and Savings accounts opened through Amtrust Direct. Any reference herein to the following terms shall exclusively apply to accounts accessed through Online Banking: "bill payment," "bill pays," "payment" or "bill payment services," including without limitation, references made to such terms in section V of the Agreement, "business checking," "business accounts," and the Business Customer Acknowledgment and Waiver. Notwithstanding the foregoing, all other terms and conditions referenced herein shall apply to all accounts opened through both Online Banking and AmTrust Direct.

Your Bank By Net® Services and each of your accounts at the Bank are also governed by the Guide to Accounts and Schedule of Charges applicable to your deposit account(s), the provisions of your Account Agreement, the Bank's rules and regulations applicable to such account(s), the Bank's Electronic Funds Transfer Disclosure Statement, the Bank's Customer Privacy Statement, the Business Customer Acknowledgement and Waiver (for business customers only), and other disclosures and on-line instructions issued by the Bank, as each may be modified from time to time (collectively the "Bank Documents") which are incorporated herein.

II. Accessing Your Bank Accounts Through Bank By Net®

A. Overview of Services

To become a Bank By Net® customer, you must (i) have an open and active Personal or Business Checking Account, Money Market Account, Savings Account, e-Account, Certificate of Deposit, Mortgage, or Home Equity Line of Credit ("HELOC"), (ii) select your personal confidential password, (iii) have access to the Internet with a secured browser, (iv) be at least 18 years of age, and (v) have a valid Social Security number, EIN (for business customers only) or other Tax ID Number, or other valid form of identification acceptable to the Bank.

The Bank offers Bank By Net® basic services and bill payment services. The basic services allow you to engage in banking activities such as transferring funds between your Bank Checking, Savings, Money Market, or e-Accounts and obtaining information about your accounts. Holders of an e-Account can transfer funds to or from up to six accounts held in the name of the Account Holder with the Bank or with other financial institutions located in the United States. Bill payment and funds transfer services are not available on accounts held by a guardian, administrator, or executor. Bill payment services allow you to direct funds from your Bank Checking Account (excluding all Money Market Accounts) to pay amounts you owe to virtually any creditor you deal with in the United States, including merchants, utility companies, individuals or businesses, but excluding payment of any federal, state or local taxes (subject to the requirements of Section V).

For personal accounts, the Bank charges no fees for Bank By Net® basic services or for Bank By Net® bill payment services; however, the Bank reserves the right to charge a fee and will give you prior notice. See Schedule of Charges for bill pay fees as well as other fees which may apply to services ordered and to transfers to or from your Bank account(s). Fees charged by third parties may change without notice. You are responsible for keeping sufficient funds in your Fee Payment Account (as defined in Section III.B, hereof) to satisfy your bill payment obligations, and any other amounts transferred from or debited from your account. See Sections III.B. and V.B. for further information about fees and payments. You are responsible for paying any fees that may be assessed by your Internet Service Provider and for any telephone charges or fees incurred by accessing Bank By Net® Services.

B. Customer Service

Bank By Net® has a customer service feature which allows you to ask questions, submit requests and identify problems in an encrypted environment, using the Message Center feature. Because of the lack of security and difficulty in verifying customer identity, the Bank will not accept or have any liability for account inquiries or transaction requests which are transmitted by standard Internet e-mail.

C. New Services

From time to time, the Bank may introduce new Bank By Net® Services, and notify you of their availability. By using these services when they become available, you agree to be bound by the rules for such services and by any fees for such services, which will be communicated to you.

D. Security

Bank By Net® Services are offered in a secure environment (as long as you use a secure browser) in order to afford protection for your account numbers, account balances, bill payment information and other personal data which may be transmitted by or to you through Bank

By Net®. You select your own password and are responsible for keeping it confidential, for notifying the Bank if it is lost, stolen or otherwise compromised, and for periodically changing your password on the Bank By Net® system. You must use a secure browser which supports SSL encryption such as Netscape Communicator® or Microsoft Internet Explorer®. You are responsible for selecting and obtaining necessary hardware, including, but not limited to, modems, analog lines, or PCs, and a means of accessing the Internet, using an Internet Service Provider ("ISP") or other available method and communications software, or by other means. Bank will not provide any hardware or specific recommendations for hardware, software or for an ISP. You assume full responsibility for any defect, malfunction, or interruption in service or security due to hardware or software failure, third party communications service or equipment or due to your Internet communications software or ISP. Transmission of information by you over the Internet to the Bank is at your sole risk. You understand and acknowledge that: (a) the Internet is an unsecured, unstable, unregulated, and unpredictable environment and that your ability to use the Services is dependent upon the Community or internal online service you have chosen and are using, as well as the Internet and equipment, software, systems, data and services provided by various vendors and third parties (including telecommunications carriers, equipment manufacturers, firewall providers and encryption system providers); (b) while Bank and its service providers have established certain security procedures, there can be no assurance that inquiries or transaction activity will be completely secure, or that access to the Services will be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium; and (c) there may be times when access to the Services is unavailable for transactions. Bank is not responsible for any such delays or malfunctions, and is not responsible for the acts of third parties. Further, the Bank is not responsible for any electronic virus(es) that you may encounter.

E. Advantages of Bank By Net®

With Bank By Net® Services, you can manage your personal or business accounts and bill payments from a personal computer. Bank By Net® allows you to:

- View deposit account balances and review transaction history.
- Open new accounts.
- Transfer money between your qualifying Checking and Savings Accounts to the extent authorized.
- Transfer money between your e-Accounts and up to six accounts held by you with other financial institutions located in the United States subject to limits on the number and dollar amount of such transfers.
- Pay bills to virtually any merchant, utility company, individual or business with a mailing address in the United States or with an Armed Forces or U.S. territory postal code, except payment of any federal, state or local taxes (subject to the requirements of Section V).
- Submit encrypted requests for services.
- Obtain other services or perform other transactions that we authorize from time to time.

III. Terms and Conditions

Your initial use of Bank By Net® Services constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and by the Bank Documents, and acknowledges your receipt and understanding of this Agreement and the Bank Documents. The Bank, in its sole discretion, may refuse to open any account(s) for new customers and/or may refuse to accept any existing or new customer for Bank By Net® Services or to provide Bank By Net® Services to subscribers. You authorize the Bank to obtain and verify credit reports and other credit information from third parties to verify your suitability for Bank By Net® Services, or for particular types of accounts (pursuant to Section VII.A. hereof).

If two people hold a joint Checking Account, then there are two ways to register for Bank By Net® Services. Both account holders may register separately and each will have his/her own password, and his/her own separate Bank by Net® Agreement. Each such joint account holder will have his/her own list of "Payees" (as defined in Section V.A. below) and payment history. For Bank By Net® basic services, each such joint account holder could have his/her own Checking Account history set up in the categories he/she establishes. The joint account holders will both have access to and share the account history for their jointly held accounts, but will not share access to any accounts which are separately held. Each joint account holder may perform transactions, obtain information, stop or change his/her payments or transfers, terminate his/her Bank By Net® Agreement or otherwise transact business, take actions or perform transactions permitted under this Agreement. The Bank can rely on the instructions of either joint account holder who has a Bank By Net® password and access to such joint account and the Bank is not required to obtain the consent of or give notice to the other joint account holder. However, each joint account holder will only be permitted to access accounts for which he/she is an owner or authorized user.

Alternatively, one holder of a joint account can register for Bank By Net® Services with one password issued. The unregistered account holder would not be entitled to Bank By Net® access or to use any Bank By Net® Services.

In order to have Bank By Net® access to Mortgage or HELOC account information, the primary holder of such accounts must register for Bank By Net®. Co-makers or secondary signers on such accounts will not have Bank By Net® access to Mortgage, HELOC, or Auto Loan information unless separately registered for Bank By Net®.

A. Your Bank By Net® Password

After receiving your initial password instructions, you will select a password that will give you access to Bank By Net® Services. We recommend that you change your password regularly. In any event, if your Bank By Net® password is lost, stolen or otherwise compromised, you must notify the Bank and you must change your Bank By Net® password. The Bank is entitled to rely and act on instructions received through Bank By Net® under your password without inquiring into the identity of the person using that password. However, do not, under any circumstances, disclose your password by telephone or to any one claiming to represent the Bank; the Bank's employees do not need and should not ask for your password. You are responsible for keeping your password, account numbers and other account data confidential. For security purposes, it is recommended that you memorize your Bank By Net® password and not write it down

or share it with anyone. If, despite the Bank's advice, you have given someone your Bank By Net® password and want to terminate that person's authority, you must change your password and/or take additional steps to prevent further access by such person. Fee Payment Account.

B. Fee Payment Account

Fees or charges which may be applicable to Bank By Net® Services from time to time will be charged to your Fee Payment Account. You agree to promptly pay all fees and charges for services provided under this Agreement, plus any fees or charges incurred by you pursuant to the applicable Schedule(s) of Charges, and you authorize the Bank to charge your Fee Payment Account, or (if there are insufficient funds in that account) any other account you hold with the Bank, for all such fees.

If you close your Fee Payment Account, you must notify the Bank and identify a new Fee Payment Account for Bank By Net® use. You must have at least one Bank Checking Account (other than any type of Money Market Account) in order to register for and continue Bank By Net® bill payment services (see Section V.A.). Failure to identify or establish a new Fee Payment Account will result in termination of your Bank By Net® bill payment privileges. Additionally, if you close all Bank Checking Accounts, you must use Bank By Net® to cancel all future bill payments and delete all Payee records.

Bank may cancel your Bank By Net® Services at any time without prior notice due to insufficient funds in your Fee Payment Account or in any one of your other the Bank accounts or if the Bank has reason to suspect any fraudulent or irregular activity. After cancellation, the Bank, in its sole discretion, may reinstate Bank By Net® Services once sufficient funds are available in your Bank account(s) to cover any fees and charges and any pending transfers or debits, and you satisfy such other conditions as the Bank may require. To reinstate your Bank By Net® Services, you must call the Bank at (888) 228-8146.

If you do not access your Bank accounts via Bank By Net® for any period of three (3) successive months, the Bank reserves the right to discontinue your Bank By Net® Services without notice. Discontinuance of Bank By Net® Services by you or the Bank will not result in your deposit account(s) being closed. Your on-line bill payment information and Bank By Net® on-line account history will be lost permanently if your Bank By Net® Services are discontinued by you or by the Bank; however, the Bank will retain its customary account records in accordance with its normal record retention procedures.

C. Liability

Except as specifically provided in this Agreement or where the law requires a different standard, the Bank, its subsidiaries or affiliates, including without limitation, New York Community Bancorp, Inc., its subsidiaries, and affiliates), and the Bank By Net® Services providers and their subsidiaries or affiliates (collectively referred to as the "BBN Providers") shall not be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the use of the Internet, the installation, use or maintenance of the equipment, software, the Bank By Net® Services, or the Internet browser or access software, or for late charges, interest charges or other penalties resulting if a payment arrives late because of a payment date you select, or if you do not have sufficient available funds in your "Bill Payment Account" (as defined in Section V.A.) to cover your requested payments, or in any other account for any other purpose, or if your funds transfer or bill payment leaves insufficient funds in any account or if your funds transfer does not cover, or arrives too late to cover, debits from the account you transfer funds to. Without in any way limiting the foregoing, you agree that neither the Bank nor any of the BBN Providers shall be responsible for any loss, damages, property damage or bodily injury, whether caused by the equipment, software, the Bank OR by Internet browser providers such as Netscape (Netscape Communicator® browser) and Microsoft (Microsoft Internet Explorer® browser) OR by Internet service providers OR by any agent or subcontractor of any of the foregoing. You will be responsible if your instructions are incomplete, incorrect or inconsistent with the terms of this Agreement or the Bank Documents or if you transmit inquiries or transaction requests using standard Internet e-mail. You will be responsible for paying any applicable fees where there are insufficient funds in your account or you provide incorrect or inaccurate information and the Bank may withdraw funds from any of your accounts with the Bank to satisfy your obligations hereunder.

You are liable for all transactions that you, or if you are using a joint Bill Payment Account, any of you, make or authorize, even if the person you authorize exceeds your authority. If you use a joint checking account as your Fee Payment Account or your Bill Payment Account, then each account holder is jointly and severally obligated for any amounts overdrawn on that account, whether through Bank By Net®, issuance of checks, Debit Card transactions, ATM transactions, telephone transfer or any other means. You are responsible for seeing that there are sufficient funds in your Bill Payment Account to cover all Bank By Net® bill payments and in your Fee Payment Account to cover all Bank By Net® fees, as well as any other transfers from or debits to those accounts. If, despite the Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your Bank By Net® password or other means of access will have full access to your accounts even if you attempt to limit that person's authority. The Bank and the BBN Providers have no responsibility for establishing the identity of any person using your password. You must notify the Bank if your password is lost, stolen or otherwise compromised and should not be honored and must be disabled. You hereby release the Bank and each of the BBN Providers, and the officers, employees and agents of each from any liability and agree not to make any claim or bring any action against any or all of them for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account(s) and/or you have given your password to such person, or, in the case of a jointly held account, such person is one of the owners of the account. You agree to indemnify the Bank and each BBN Provider and hold each harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions. (Also see Section V.A. below.)

Bank By Net® does not support access to using preview, test or beta versions from any Internet service provider or browser software. Your use of any preview, test or beta version of such software is solely at your own risk and may limit the availability of Bank By Net® Services.

THE BANK AND THE BBN SUPPLIERS AND OTHER AGENTS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO BANK BY NET SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND NEITHER THE BANK NOR ITS SUPPLIERS OR AGENTS NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF ONLINE BANKING OR AMTRUST DIRECT ASSUME ANY RESPONSIBILITIES WITH RESPECT TO ANY USE THEREOF. NO ORAL OR WRITTEN (NO MATTER WHAT THE FORMAT, INCLUDING INFORMATION ON THE BANKS WEBSITE OR OTHERWISE PROVIDED ELECTRONICALLY THROUGH THE INTERNET) INFORMATION OR ADVICE GIVEN BY THE BANK OR THE BBN SUPPLIERS OR OTHER AGENTS OR ANY OF THEIR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND USER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

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

If your Checking Account has insufficient funds to cover checks and ATM withdrawals which are debited from your account and all electronic funds transfers (Bank By Net® transfers, bill payments, etc.) that you have requested for a given business day, then:

1. ATM transfers involving currency withdrawals and debited checks will have priority, and
2. The Bank, in its discretion, may cancel any electronic funds transfers initiated through Bank By Net® which may result in an overdraft of your account; provided that the Bank is not obligated to take any such action.

In addition, you will be charged the overdraft charges that apply to your account. (See Schedule of Charges as applicable.)

E. Hours of Accessibility

Using Bank By Net®, you can access Bank By Net® Services seven days a week, 24-hours a day. However, at certain times, some or all of Bank By Net® may not be available due to system maintenance or repairs. We will attempt to notify you prior to scheduled maintenance. If Bank By Net® Services are unavailable for any reason, or if your Internet service provider is unavailable, you should use other means to pay your bills. If we cannot access your funds for a scheduled bill payment due to system unavailability, the bill payment will not be processed, and we will attempt to notify you of the failure.

The hours for making, crediting and debiting of funds transfers and bill payments are stated in the Bank's Electronic Funds Transfer Disclosure Statement.

Processing of bill payments and of transfers between accounts will occur only on business days. Bill Payments that are not scheduled for a business day will be processed on the next business day. Our business days are defined in Section I above.

F. The Bank's Right to Modify or Terminate this Agreement

The Bank has the right to terminate this Agreement at any time. In any event, this Agreement, and your access to Bank By Net® will terminate when you no longer have any account or loan relationship with the Bank. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this Agreement, no further Bank By Net® transfers or bill payments will be made, including but not limited to any payments or transfers scheduled in advance or any pre-authorized recurring payments or transfers.

The Bank also has the right to make changes in this Agreement, any of the Bank Documents and/or the on-line instructions at any time, including but not limited to, changes in fees and charges for Bank By Net® Services or for your account. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice which may be by posting on the Bank By Net® website. Your continued use of Bank By Net® Services will constitute your acceptance of such changes and agreement to be bound thereby in each instance.

We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations; however, any waiver, reversal or reduction in charges or fees does not obligate the Bank to take a similar action in the future. The applicable Guide to Accounts and Schedule of Charges governs fees applicable to specific accounts, as they may be changed from time to time.

You may also terminate this Agreement at any time by notifying us in writing or by calling (888) 228-8146. In addition, you must terminate recurring and/or pre-scheduled bill pays or transfer(s) by deleting all Payees and future scheduled transactions on-line; otherwise any Bank By Net® bill payments or transfers (including recurring fund transfers) will continue even if you have instructed the Bank to terminate this Agreement. The Bank will not terminate your bill payments and transfers; you must do this on-line. Once you have deleted all payees and future scheduled transactions online, no further Bank By Net® transfers or payments (including but not limited to any payments or transfers scheduled in advance or any pre-authorized recurring payments or transfers) or e-Account transfers will be made. Any such termination by you applies only to our Bank By Net® Service and e- Account transfers and does not terminate your Bank Checking Account(s) or other accounts.

G. Other Agreements

We will give you on-line instructions, separate from this Agreement, on how to conduct Bank By Net® banking and/or bill payment transactions and e-Account fund transfers. In addition to this Agreement, you agree to be bound by and will comply with the requirements of all such instructions, all Bank Documents, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations, all of which are hereby incorporated into this Agreement.

IV. Bank By Net® Basic Services

Bank By Net® basic services gives you access to the Checking Accounts, Passbook and Statement Savings Accounts, Money Market, Money Market Savings, and e-Accounts with the Bank on which you are named as an account holder or owner, either individually or as a joint holder or owner ("Qualified Accounts").

If you are registered with Bank By Net®, you can obtain the current balance on all Qualified Accounts on which you are named as an account holder and on your Bank Mortgage, HELOC, and Certificates of Deposit. You can obtain transaction histories on most Qualified Accounts. Current balance and activity information is available as of the close of the previous business day.

If you hold an e-Account, you can transfer money to or from up to six (6) accounts held with other financial institutions located in the United States subject to limits on the number and dollar amount of such transfers.

Using Bank By Net®, you can transfer money between most Qualified Accounts. All funds transfer are subject to the limitations stated in our Electronic Funds Transfer Disclosure Statement and the following limitations. You must have enough available money and/or overdraft protection in any account from which you instruct us to make a payment or transfer. 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. Money Market and Savings Accounts have a limit of six (6) withdrawals and transfers to another account you have with the Bank or with any other financial institution or to any third party by means of preauthorized or automatic transfer, telephonic agreement, written or oral instruction, debit card, check or similar order in each service charge period.

Your Bank By Net® bill payments and transfers will be indicated on the monthly statements we provide or make accessible to you for the applicable Bill Payment Account. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement, or statement information. (See Section VI.B. below.)

V. Bill Payment Service (this section is not applicable to AmTrust Direct accounts)

A. Using the Service

Bank By Net® bill payment service allows you to pay amounts you owe to virtually any merchant, utility company, other business or other party who has a valid mailing address in the United States or in Armed Forces or U.S. territory postal codes (referred to as "Payees") (except payment of any federal, state or local taxes) if you satisfy the following conditions:

- You must have at least one Bank Checking Account (other than Money Market Accounts).
- You can use any or all of your Bank Checking Accounts (other than Money Market Accounts) to make bill payments ("Bill Payment Account"). You are responsible for having sufficient available funds in your Bill Payment Account(s) to satisfy all your bill payments and all other amounts which are transferred from or debited from your account. The Bank has no obligation to notify you if you do not have sufficient available funds to make your bill payments. (See Section III.D.)
- There is no minimum amount for any bill payment. The maximum bill payment amount is \$25,000 per transaction and \$100,000 per day.
- For security reasons, there may be limits on the number of bill payments you can make and on the amount of the bill payments individually and in the aggregate, even if you have sufficient funds in your account.
- You must provide a Payment Date for each payment, whether recurring or non-recurring (single). The Payment Date is the date that you would like Bank to begin processing your bill payment. It is not the date that payment will arrive at the Payee. Bill payments that can be sent electronically to the Payee (including payments to the Bank) require at least two (2) business days to process to the Payee. Bill payments that are sent to the Payee via paper check require at least five (5) business days to process and mail to the Payee. You are responsible for determining when your payment is due at the Payee, and scheduling the correct Payment Date. The Payment Date(s) you select must allow sufficient time for the Payee(s) to receive payment and properly credit your account. Bills which vary in amount for each payment cannot be pre-authorized on Bank By Net bill payment service.
- The Bank has no responsibility or liability when a payment is late because of delays in delivery to or processing by the Payee. While your payments are sent on the scheduled Payment Date, the Bank has no control over and cannot expedite the processing of your payment once it arrives at the Payee. You are responsible for taking any necessary corrective action if a bill payment is rejected for any reason and for making sure that payments have not been rejected. You agree to notify us promptly if you receive notice from a Payee that any payment or transfer you made through Bank By Net® bill payment has not been completed or remains unpaid.
- If Bank By Net® Services are unavailable for any reason, or if the Internet service provider you have chosen is unavailable, you are responsible for paying your bills by other means.

By using Bank By Net® Bill Payment service, you authorize the Bank to follow the payment instructions that you provide us via Bank By Net® and to make payment(s) to the Payee(s) you designate. However, the Bank will not be obligated to make any such payment unless your Bill Payment Account and/or overdraft protection plan have sufficient available funds or credit availability on the applicable Payment Date. Funds for ALL Bank By Net® bill payments (whether these payments are made electronically or by check) will be withdrawn from your Bill Payment Account on the applicable Payment Date.

NOTE: Any payments made with Bank By Net® Bill Payment service (including payments to the Bank) require sufficient time for your Payee to receive your payment and to credit your account properly prior to the payment due date. **You are responsible for selecting payment dates that will result in your payments being received on time.**

If the Bank does not properly complete a bill payment on time or in the correct amount (provided you have given us all of the correct necessary information and selected a timely Payment Date), we will first attempt to have any late charges or interest removed. If the payee is

unwilling or unable to remove them, we will pay any late fees and finance charges (calculated on your payment amount, not on your entire unpaid balance) directly to the merchant/payee, as long as your account is in good standing with the merchant or other Payee. We will also be liable for the amount of any payment we fail to stop pursuant to your timely order to do so. We WILL NOT be liable for the following:

- The payment was scheduled to be delivered after the due date of your bill, excluding any grace periods. The payment amount exceeded \$25,000
- The payment was made to any of the following excluded payees or transactions:
 - Payees located in the Armed Forces Postal Codes such as AE & AP
 - Payments that failed due to insufficient funds or other reasons
 - Payments to settle securities transactions
 - Any payoff of special or delayed financing for purchases
 - Credit counseling agencies who pay creditors on your behalf
- The payment was made to a prohibited payee. Payments to the following payees are not permitted through this service:
 - Anyone located outside of the United States
 - Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - Tax entities
 - Collection agencies
- If, through no fault of ours, you do not have enough money in your account to make a transfer; we are not obligated to obtain funds from any other account you may have with the Bank.
- 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 on your overdraft line of credit.
- If you, or anyone you allow to access your account, commits any fraud or violates any law or regulation, or if your account is frozen because the Bank has reason to suspect fraudulent or irregular activity.
- 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 payee name and address, your name and account number as it appears on the payee's records, and payment amount for the Payee on a bill payment.
- If you have not properly followed the instructions for using Bank By Net®.
- 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.

The Bank is not responsible for what happens to your payment once it is received by the Payee or for any charges imposed by any Payee, including any applicable finance charges and late fees, or any other action taken by a Payee resulting from a payment that arrives late because of the Payment Date you select or if you give any incorrect or incomplete bill payment instruction(s) or address(es), or for any of the reasons listed above. In addition, the Bank will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended Payee. In any event, the Bank and the BBN Providers will not be liable for indirect, special or consequential damages arising out of the use of Bank By Net® bill payment services. (Also see Section III.C. above.)

The Bank reserves the right to terminate your use of Bank By Net® bill payment in whole or in part, any time without prior notice.

If, for any reason, you should ever wish to cancel Bank By Net® bill payment service, you must first use Bank By Net® to cancel all recurring and/or pre-scheduled bill pays and delete all Payee records. This is the only way that future payments and transfers made by you through other means will not be duplicated. If you cancel your Bank By Net® Services we will continue to maintain your deposit accounts with the Bank until you notify us otherwise.

B. Fees

You agree to pay any special charges or fees as announced by the Bank from time to time in connection with Bank By Net®. These charges are in addition to the fees and service charges specified in your applicable Schedule of Charges or in your HELOC account agreement (for example, uncollected or overdraft charges on your Checking Account). The Bank will charge you for any services performed by the Bank or any third party in connection with Bank By Net® Services for which the Bank is charged. Fees charged by third parties may change without notice. Fees for Bank By Net® services and any other charges or fees incurred by you through your Bank By Net® transactions or instructions will be automatically deducted from your Fee Payment Account and shown on the account statement. See applicable Schedule of Charges relating to your Fee Payment Account or to your other Bank account(s).

If the Fee Payment Account does not have sufficient available funds to cover the monthly fees or other fees, the Bank will deduct the fees from any other account you have with the Bank (in any order the Bank may choose). (See Section III.B.) If such fees cannot be paid from these sources, we may suspend your Bank By Net® bill payment service. After suspension, the Bank, in its sole discretion, may reinstate your bill payment service provided that you contact the Bank once sufficient funds are available in your Fee Payment Account to cover the fees and any other pending transfers or debits and you satisfy such other conditions as the Bank may require.

C. Right to Stop Preauthorized Payments

If you have scheduled regular payments out of your Bill Payment Account for recurring Bank By Net® bill payments, you can stop or change any of these payments. To do so, you must change the Bank By Net® preauthorized bill payment instructions on the system using your computer.

VI. Protecting Your Account

A. Your Password and Other Personal Information

Your role is extremely important in preventing any wrongful use of any or all of your accounts. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call the Bank at (888) 228-8146. Never give your password to any one who asks for it by telephone or claims to represent the Bank. The Bank's employees do not need and should not ask for your password.

Protecting Personal Information - You are responsible for protecting your account information and your personal identification information, such as your driver's license, Tax ID Number, etc. This information by itself or together with information on any or all of your other Bank accounts 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 Password - You are also responsible for keeping your Bank By Net® password confidential. For your protection we recommend that you change your Bank By Net® password regularly. In addition, we recommend that you memorize your Bank By Net® password and that you do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Bank By Net® password may have been lost or stolen or otherwise compromised, or that someone has transferred or may transfer money from your account without your permission, change your password in the Bank By Net® Services section of the site and notify the Bank at once at (888) 228-8146.

B. Unauthorized Transactions in Your Bank Accounts

Notify us at once if you believe another person has improperly obtained your Bank By Net® 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 the Bank at (888) 228-8146, or write to New York Community Bank, Bank By Net Services, PO Box 94647, Cleveland, OH 44101-4647.

If your Bank By Net® password has been lost, stolen or otherwise 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 Bank By Net® password without your permission to access a 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. (See Electronic Fund Transfers Disclosures for additional information.) Questions or Error Correction on Bank By Net® Banking, Bill Payment Transactions, and e-Account Transfers See the Electronic Funds Transfer Disclosure Statement which describes the procedures for raising questions about or correcting any errors in electronic funds transfers shown on your account statement. For initial information you can:

- Call the Bank at (888) 228-8146, or
- Write New York Community Bank, Attention: Bank By Net Services, PO Box 94647, Cleveland, OH 44101-4647.
- * Send a secured e-mail from the Message Center located in the "Messages" section of Bank By Net®.
- Send a secured payment inquiry for specific questions regarding bill payments and online funds transfers. This option is available by clicking the question mark icon on the online activity screen within the account information section.

VII. General Terms

A. Credit Information

- You agree that we may obtain background information about you, including credit reports from consumer reporting agencies for the purpose of an update, extension of credit, review, or collection of your Account.
- You also agree to furnish us with current financial information about yourself such as tax returns, if we request such information in connection with any loan application or other credit transaction.
- If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at P.O. Box 94506, Cleveland, Ohio 44101-4506.

B. Assignment

The Bank may assign this Agreement to its parent corporation, New York Community Bancorp, Inc. or to any of its or its parents' affiliate(s) or subsidiary(ies). The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign your rights or responsibilities under this Agreement.

C. Notices

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through our Bank By Net® Service. Notice to one joint account owner or Bank By Net® customer will be effective for all of you. You agree that we may send or provide by electronic communication any notice, communication or disclosure required to be provided orally or in writing to you. We may require written paper confirmation from you of any electronic communications which this Agreement permits you to make to the Bank.

Notices to the Bank will be effective upon receipt by Bank if mailed to New York Community Bank, Internet Banking Services, PO Box 89413, Cleveland, OH 44101-6413, or if you call the Bank at (888) 228-8146 (unless this Agreement requires written notice). Notices by Internet E-Mail are not acceptable and will not be acted upon by the Bank.

D. Applicable Law

This Agreement will be governed by and interpreted in accordance with the laws of the state of Ohio. Please refer to the provisions of your Account Agreement to determine the applicable law for your specific account. If any terms of this Agreement are determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of the remaining portions of such provisions and of this Agreement shall not be impaired and shall be construed and deemed to be legal, valid and binding to the maximum extent permitted by law.

E. Jury trials/jurisdiction.

IN ANY LITIGATION BETWEEN THE PARTIES ARISING FROM OR RELATED TO THIS AGREEMENT, THE PARTIES AGREE (a) TO WAIVE TRIAL BY JURY; (b) THE EXCLUSIVE JURISDICTION AND VENUE FOR ALL SUITS SHALL BE IN A COURT OF COMPETENT SUBJECT MATTER JURISDICTION LOCATED IN CUYAHOGA COUNTY, OF THE STATE OF OHIO, (c) YOU SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURT AND AGREE THAT SERVICE OF PROCESS UPON YOU MAY BE EFFECTED IN ANY MANNER AUTHORIZED BY THE LAW OF OHIO OR THE RULES OF THE APPROPRIATE COURT; (d) IN ANY SUCH LITIGATION, ONLY CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT MAY BE ASSERTED, WHETHER AS CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR DEFENSES.

Toll Free: (888) 228-8146

**Bank By Net®
website address:
www.amtrustdirect.com**

**1801 East Ninth Street
Cleveland, Ohio 44114**