



FirstLink Agreement

This Agreement is entered into between The First National Bank of Long Island (the "Bank") and the customers executing this Agreement, each of which is hereby enrolled in The First National Bank of Long Island FirstLink ("FirstLink") program. In this Agreement, the words "Customer," "you" and "your" refer to the enrolled customers, individually and collectively, and the words "us" and "our" refer to the Bank.

The Customer is hereby granted a nonexclusive, non-transferable sub-license to use the service and software package (as may be appropriate) known as FirstLink (the "Service"). The Bank will provide the Customer with pertinent instructions to access the Service on one or more personal computer(s) maintained by the Customer.

You agree to maintain at least one checking account ("Payment Account") with the Bank as a condition of having FirstLink.

1. Other Accounts, Loan Agreements and Services

These terms and conditions are in addition to those that apply to any accounts you may have with us, any loan or credit agreements between you and us, or any other services you obtain from us, including your signature card, the account and deposit disclosure agreements, and fee schedules, the terms and conditions of any loan or credit agreements, the accompanying schedules, and any change of terms notices. If you have more than one account, tax identification number or other relationship with us, those accounts will be "linked" as set forth herein.

Any and all deposit or loan accounts of the Customer, whether presently existing or hereafter opened at the Bank, may be accessed by the Customer under the terms of this Agreement.

Notwithstanding anything contained herein to the contrary, the Bank, at its option, may impose restrictions upon the use of the Service at any time and without notice to the Customer. Such restrictions may include, without limitation, the exclusion of any account, whether presently or hereafter opened, from access hereunder.

2. Computer Requirements

In order to use FirstLink you will need the type of computer(s), related equipment, and software described in the FirstLink Online Banking "Frequently Asked Questions" (In this Agreement, your computer(s) and the related equipment are referred to together as "your Computer"). You are responsible for the installation, maintenance, and operation of your Computer and your software. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate your Computer or your software correctly. The Bank is not responsible for any errors or failures from any malfunction of your Computer or your software. The Bank is not responsible for any Computer virus related problems that may be associated with your use of FirstLink. The Bank shall have no liability to you for any damages or other loss, direct or consequential, which you may suffer or incur by reason of your use of your Computer or your software.

THE BANK MAKES NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. System Confidentiality

The Customer recognizes that the software and all documentation relating to the underlying system (the "System") pursuant to which the Service is provided to the Customer is the property of a third party (the "Owner") and that all of the foregoing, and any other information with respect to the System, is proprietary information. The Customer will comply with such procedures and requirements as may be established from time to time by the Owner or by the Bank. The Customer shall not disclose any proprietary information regarding the System to any third party, nor shall the Customer give the System to, provide access to the System to, or allow use of the System by or for the benefit of, any person or entity other than the Customer.

4. Access Code

A valid user identification number ("User ID") and a corresponding valid password ("User Password") used to access your accounts are collectively referred to as your "Access Code". References herein to your Access Code shall be deemed to refer to each and any component thereof. You will need your Access Code to gain access to FirstLink. If you need information regarding an existing User Password you must contact the Bank.

5. Security

Use of your Access Code is the agreed upon security procedure between you and the Bank. You agree to keep your Access Code confidential in order to prevent its unauthorized use, possible loss to your accounts, and unauthorized use of FirstLink.

You must take every precaution to ensure the safety, security, and integrity of your accounts and transactions utilizing FirstLink.

THE CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR (i) IMPLEMENTING AND MAINTAINING APPROPRIATE AND EFFECTIVE INTERNAL SECURITY PROCEDURES FOR THE CONTROL AND DISSEMINATION OF ITS ACCESS CODE AND (ii) PREVENTING UNAUTHORIZED ACCESS TO THE SERVICE AND USE OF SUCH ACCESS CODE. THE CUSTOMER WILL BE LIABLE FOR AND ASSUMES THE RISK OF ANY DISCLOSURE OF INFORMATION, TRANSFER OF FUNDS OR OTHER USE, WHETHER AUTHORIZED OR UNAUTHORIZED, BY ANY PERSON WHO GAINS SUCH ACCESS, WHETHER BY A VALID ACCESS CODE OR OTHERWISE. THE BANK SHALL HAVE NO DUTY OR OBLIGATION AT ANY TIME TO ACKNOWLEDGE, CHECK OR VERIFY IN ANY MANNER WHATSOEVER THE ACCESS CODE BEING USED BY THE CUSTOMER OR ANY CHANGES THERETO.

You specifically agree that:

- You will not give or disclose your Access Code to anyone, including any Bank employee, particularly while on the telephone or while using the Internet when not connected directly to FirstLink.
- You will not leave your Access Code or account information in an area accessible by others, including your Computer screen.
- You will not send your Access Code or account information over any public or general e-mail system.
- You will not leave your Computer unattended while you are connected to FirstLink.
- You will not select any User Password that is conspicuous or can be easily deciphered or determined.



You have the ability to change your Access Code online, and you must do so immediately if you believe your Access Code has been used without your permission. You must also notify the Bank immediately, by telephone and in writing, if you believe that your Access Code has become known to an unauthorized person or that an unauthorized person has gained access to the Service. Telephone notice shall be given by calling the telephone number listed below during regular business hours. The furnishing of any such notice shall not relieve the Customer of any liability for loss, whenever occurring, caused by such unauthorized use.

6. Verification By Customer

The Customer shall be responsible for verifying the accuracy of all transmissions of information sent via the System and will be liable for any transfer of funds, whether correct or not. The Customer must notify the Bank of any errors. Notification of any errors shall be made to the Bank at 516-671-4900 or 212-566-1500 (Electronic Banking Department) and by writing to the Bank at:

The First National Bank of Long Island
ATTN: Electronic Banking Department
30 Glen Head Road
Glen Head, New York 11545

7. Authorized and Verification By Bank

The Bank shall have no duty or obligation to inquire as to the appropriateness, correctness or authenticity of any entry, instruction or transaction request or order initiated through FirstLink, even if it will result in a payment to or for the benefit of any officer, employee, signatory or agent of the Customer. Additionally, the Bank has no obligation to verify the availability of funds in any of your accounts, at the time of any transfer request, even if the transaction will result in an overdraft.

8. Disclaimer of Warranties

THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH REGARD TO THE SERVICE OR THE SYSTEM.

9. Hours of Service Availability

FirstLink is available 24 hours a day, seven days a week. Except as otherwise noted below, all transactions initiated after 8:00 p.m. Eastern Time and all transactions initiated on Saturdays, Sundays and Bank Holidays, will be posted to the applicable accounts on the next business day.

10. Changes/Interruptions in Services

We may at any time perform maintenance on our equipment or the System, which may result in interruptions or errors in the Service. We also may change the scope or content of the Service from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

11. Description of FirstLink Services

You may perform the following transactions regardless of whether your accounts are maintained under the same or different tax identification numbers:

- transfer funds between your accounts;
- obtain account balances and information for your deposit, installment loan, line of credit accounts, and commercial loan accounts;
- review your checking and savings account(s) transaction history;
- send electronic mail (e-mail) to Electronic Banking Representatives at the Bank and receive e-mail from the Bank;
- place stop payments;
- pay bills if such service is made available to you by the Bank;
- change a User Password;

You specifically acknowledge and agree as follows:

- A. THE SERVICE WILL ALLOW ANY ENROLLED CUSTOMER EXECUTING THIS AGREEMENT TO ACCESS THE ACCOUNTS OF ALL OTHER ENROLLED CUSTOMERS WHICH ARE PARTIES TO THIS AGREEMENT FOR ANY OR FOR ALL OF THE FOREGOING PURPOSES.**
- B. THE BANK SHALL HAVE NO LIABILITY WHATSOEVER TO ANY PARTY TO THIS AGREEMENT FOR ANY LOSS SUSTAINED BY SUCH PARTY RESULTING FROM THE ACTIONS OF ANY OTHER PARTY TO THIS AGREEMENT.**

The Bank may from time to time introduce new or additional services to FirstLink. The Bank may notify you of such new services when they become available. By using such new services when they become available, you agree to be bound by the rules concerning such services which may be sent to you and/or posted on the website maintained by the Bank (www.fnbli.com).

Your ability to transfer funds between certain accounts is limited by federal law, as stated in your deposit agreements. For example, you can make no more than six (6) transfers from a savings or money market savings account during each statement period. Transfers made using FirstLink and other transfer methods described in the deposit agreements are counted toward the permissible number of transfers.

The Bank may not immediately receive e-mail that you send. Therefore, you may not rely on e-mail if you need to communicate with the Bank immediately. For example, if you need to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by (i) calling 516-671-4900 or 212-566-1500 and (ii) confirming your oral report by writing to the Bank (see paragraph "16" – "Reporting of Unauthorized Transactions or Theft or Loss of Access Code"). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has had a reasonable opportunity to act.

The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security or credit reasons, as the Bank may determine at any time and from time to time in its sole discretion.



12. Stop Payment Request

- (a) The Customer may initiate a stop payment request to the Bank via the System with respect to any check (the “item”) drawn by the Customer on its accounts. Stop payment requests initiated on the System shall be deemed the equivalent of written stop payment orders under the New York Uniform Commercial Code. Written stop payment requests are effective for six (6) months unless renewed in writing prior to the expiration of the initial six-month period. Any stop payment order must specify the account number, payee, date, amount and number of the item.
- (b) The Customer shall notify the Bank immediately, but in no event later than the time the stop payment is processed by the Bank, if the stop payment request information contains any errors or is incomplete.
- (c) The Customer understands that the Service allows for the search only of items containing the information input by the Customer and that if such information is not accurate in all respects, it will not be effective to stop payment of the desired item and may result in the stopping of payment of other instruments or items. The Customer further understands that, in addition to any other requirement, the MICR encoded item number is a critical information field and that; if it is missing or has been input incorrectly (wrong number), the intended item will not be stopped. The Customer assumes full responsibility for the accuracy of all data and information entered through the System. Any inaccurate, missing or incorrect information shall completely void any liability of the Bank. Stop payment requests desired to be effected by the Customer must be received by the Bank at such time and in such manner as to afford the Bank a reasonable opportunity to take action with respect to the item.
- (d) The Customer recognizes that it may not be possible at all times to determine, through the use of the Service, whether an item has been paid. The Bank shall have no liability whatsoever in that regard.
- (e) The Customer agrees that the Bank will not be responsible or liable for certification or payment of items which the Bank has been requested not to pay, provided that the Bank has acted in good faith and exercised ordinary care in providing such certification or making such payment. In no event shall the Bank’s liability for the payment or certification of any item over a properly made stop payment order exceed the amount of the item.

13. FirstPay Bill Payment (If Made Available)

This section shall not be applicable unless you have been notified by the Bank that the FirstPay Bill Payment service has been made available to you.

FirstPay Bill Payment is an electronic payment system that permits you to initiate and authorize payments from your designated account to a merchant or business (“payee”) which you have selected in advance to receive such payments.

To use FirstPay Bill Payment for bill payments, you may designate any one of your checking accounts as your “Bill Payment Account.” An account that requires two or more signatures to make withdrawals may not be designated as a Bill Payment Account. You can arrange, at your option, for the payment of your current, future and recurring bills from your Bill Payment Account each Bank business day. You may select payees from your list of merchants or businesses, including your various loan or other credit accounts with the Bank. By furnishing the Bank with the names and account numbers of payees you select and certain other information, you authorize the Bank to follow your payment instructions to these payees as received by the Bank through your use of FirstPay Bill Payment. You may access your list of payees or merchants (online) to verify which new payees have been added.

You have the option of setting up a payee as one of two bill payment types: (1) recurring payments, which are payments of a fixed amount that are paid at a regular interval, such as monthly (e.g., rent, mortgage, etc.); or (2) variable payments, which are payments that vary in amount and/or date (e.g., utility, credit card, etc.). After you have established a recurring or variable payment authorization, the Bank will execute bill payments according to your instructions until you have properly notified the Bank, in accordance with the Bank’s procedures in effect at that time, of any cancellation of or change to your instructions.

Recurring payments will be sent on the same calendar day of each month, or on the following business day if the regular payment day does not fall on a business day. For the purpose of FirstPay Bill Payment services, a business day does not include Saturdays, Sundays, and Bank Holidays as observed by The First National Bank of Long Island.

To pay bills using FirstPay Bill Payment, you must use your Computer to authorize a payment from your Bill Payment Account. For us to process your bill pay instructions by the close of a business day, we must receive payment instructions by 8:00 p.m. Eastern Time that day.

When you have entered and transmitted payment instructions, you authorize the Bank to charge your Bill Payment Account for the amount of the payment. You are responsible for all transactions you authorize or make using FirstPay Bill Payment, including any bill payments that you may unintentionally or inadvertently authorize or make, and any losses, charges, or penalties incurred as a result. You are responsible for providing us with the proper payee identification information, including the payee’s address, telephone number, and your identification or account number with the payee. If any of your payee information changes after you enroll, you are responsible for notifying us of these changes. If you instruct us to make a payment to a particular payee and fail to give us the correct identification information, we are not responsible or liable in connection with such a transfer. You must deal directly with the parties involved to correct such a transaction.

When the Bank receives a payment instruction, the Bank will remit funds to the payee on your behalf from the available funds in your designated Bill Payment Account no later than the second business day after you have so instructed the Bank (a “Current Payment”), unless your instruction is to make payment on a future date (a “Future Payment”); provided however, that the Bank shall not be obligated to make any such payment unless your Bill Payment Account has sufficient funds available to cover the payment on the date the Bank processes such debits to such account. You have the right to stop or change any scheduled payment provided that your stop or change request is received prior to the payment being posted to your account.

ANY PAYMENT MADE THROUGH FIRSTPAY BILL PAYMENT REQUIRES SUFFICIENT TIME FOR YOUR PAYEE TO CREDIT YOUR ACCOUNT PROPERLY. TO AVOID IMPOSITION OF A FINANCE CHARGE OR OTHER CHARGES BY THE PAYEE, YOU MUST AUTHORIZE AND SCHEDULE PAYMENT ON A DATE SUFFICIENTLY IN ADVANCE OF THE DUE DATE OF YOUR PAYMENT. ALL PAYMENTS THROUGH FIRSTPAY BILL PAYMENT MUST BE AUTHORIZED AND SCHEDULED SO THE PAYMENT DATE IS AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE DATE THAT PAYMENT IS DUE. YOU ARE RESPONSIBLE FOR ANY LATE PAYMENTS, FEES, COSTS OR FINANCE CHARGES. THE BANK SHALL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED OR OTHER ACTION TAKEN BY A PAYEE RESULTING FROM A LATE PAYMENT.



14. FirstLink Fees

You will be charged a monthly fee (the "Monthly Fee") for FirstLink. For a detailed description of the Monthly Fees, consult the Bank's Fee Schedule. You will be charged the applicable Monthly Fee whether or not you use FirstLink. FirstLink Fees will be deducted from your Payment Account. The Bank may change or add any fees for FirstLink services by the procedures outlined herein for amending this Agreement. In addition to the foregoing fees, the service charges and fees provided for in your deposit, installment loan, and line of credit agreements, if applicable, will continue to apply. You authorize the Bank to deduct all applicable Monthly Fees from the Payment Account.

15. Overdrafts: Order Transfers and Other Withdrawals

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through FirstLink, on the same business day as a FirstLink transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the FirstLink transfer to be made, then the electronic funds transfer will have priority and the FirstLink transfer will either be refused or result in an overdraft of such account, at the Bank's discretion.

Any overdraft that you may incur through your use of FirstLink is subject to the terms of your overdraft or personal credit account with the Bank.

16. Reporting Unauthorized Transactions or Theft or Loss of Access Code

If you believe that an unauthorized transaction has been made from your account, or if your Access Code has been lost or stolen, you must notify the Bank by calling the Electronic Banking Department at 516-671-4900 or 212-566-1500 immediately and by confirming that notification in writing to:

The First National Bank of Long Island
ATTN: Electronic Banking Department
30 Glen Head Road
Glen Head, NY 11545

17. Periodic Statements

Your FirstLink transactions will be indicated on the periodic statements we provide to you. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly at the address set forth in Paragraph "16" if you change your address or if you believe there are errors in any statement or statement information.

18. Bank's Standard of Care and Limitation of Liability

THE BANK'S DUTIES AND RESPONSIBILITIES ARE LIMITED TO THOSE DESCRIBED IN THIS AGREEMENT AND IN ANY DEPOSIT AGREEMENT(S) BETWEEN THE CUSTOMER AND THE BANK. THE BANK WILL NOT BE RESPONSIBLE TO THE CUSTOMER FOR MONETARY LOSS SUSTAINED BY THE CUSTOMER, AS A RESULT OF A TRANSFER OF FUNDS OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH LOSS IS CAUSED BY THE BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER THE BANK NOR OWNER SHALL BE RESPONSIBLE TO THE CUSTOMER FOR LOSS, DESTRUCTION, OR ALTERATION OF ANY PROGRAMS OR DATA SUBMITTED TO OR OUTPUT FROM THE SYSTEM, OR FOR ANY LOSS OR DAMAGES RESULTING FROM ANY DEFECTS, ERRORS OR OMISSIONS IN, OR IMPROPER OPERATION OF, THE SYSTEM.

Without limiting the generality of the foregoing, the Bank will not be liable for completing transfers in any of the following situations:

- If you do not have enough available money in the account from which a transfer is to be made; if the account has been closed, frozen, or is not in good standing; or if we reverse a transfer because of insufficient funds; or
- If any transfer exceeds the credit limit of any account; or
- If you have not properly followed FirstLink instructions on how to make a transfer or other transaction; or
- If you have not given the Bank complete, correct, and current instructions, account numbers, or other identifying information so that the Bank can properly credit your account or otherwise complete the transaction; or
- If withdrawals from any of your accounts have been prohibited by a court order such as a garnishment or other legal process; or
- If your Computer, your software, any Internet Service Provider (ISP) or other Internet connection was not working properly; or
- If you, or anyone you allow to use the Service, commits fraud or violates any law or regulation; or
- If circumstances beyond the Bank's control prevent making a transfer despite reasonable precautions that the Bank has taken. The Bank will not be responsible for liability, loss or damage resulting from any delay in the performance of, or failure to perform or adequately perform any of, its responsibilities under this Agreement which is caused by an act of God, fire or other catastrophe; electrical or computer failure; failure to act by the Customer or by third parties (including the Owner) or any other cause beyond the Bank's reasonable control; or
- If any exception to the Bank's liability that may be stated in a deposit, installment loan, line of credit, or other Bank agreement from time-to-time is applicable; or
- If you do not authorize a bill payment in a timely manner, in accordance with the terms of this Agreement; or
- If the Bank makes a timely bill payment but the merchant nevertheless does not credit your account promptly after receipt; or
- If you receive notice from a merchant or other institution that any payment or transfer you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact.

Notwithstanding anything herein or in any agreement to the contrary, in no event shall the Bank be liable for any consequential, incidental, indirect, or special losses or damages, even if the Bank is notified of the possibility of such losses or damages.

19. Indemnification by Customer

The Customer shall at all times indemnify and hold harmless the Bank, its successors and assigns and its officers, directors, employees, representatives and agents, and each of them, against and from any and all claims, damages, losses, liabilities, costs and



expenses, including reasonable attorney's fees and disbursements incurred by the Bank in any action or proceeding with the Customer, with any third party or otherwise, arising out of this Agreement or the performance of its duties hereunder, except to the extent that any of the foregoing results from the Bank's gross negligence or willful misconduct.

20. Disclosure of Account Information to Others

To the extent necessary to carry out the FirstLink functions, the Bank may disclose information about your accounts to third parties in the following instances and as described in our Privacy Policy:

- Where it is necessary for completing transfers;
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information;
- To protect and enforce our rights;
- If you give us your written permission (which may be by electronic or telecommunications transmission or on paper).

21. Notices and Communications

All notices and other communication under the terms of this Agreement, except as otherwise provided herein, shall be in writing. Any notice to the Bank shall be deemed effective only if sent to and received by the Bank at the address set forth herein. Any notice to the Customer shall be deemed effective if sent to the Customer's last known address on the records of the Bank. Notices addressed to the Customer shall be deemed given: (i) if by US mail, first class postage prepaid, three (3) days after mailing and (ii) if by overnight courier, one (1) day after delivery to courier.

22. No Signature Required

You agree that the Bank, without prior notice to you, may take any action, including but not limited to, charging your accounts at the Bank without your handwritten or legally acceptable electronic signature, in order to execute transactions requested by you.

23. Resale Prohibited

You may not resell or redistribute any service you receive from us, or from our providers, under this Agreement or otherwise.

24. Internet Usage; Bank Disclaimer

You acknowledge and agree that neither the Bank nor its providers are responsible for the content of your transmissions, which may pass through any ISP or over the Internet. You agree to take reasonable steps to ensure that you will NOT use the services provided to you or the Internet for illegal purposes, for transmission of threatening, obscene, or harassing materials, or to interfere with or disrupt other users, services or equipment. Disruptions include, but are not limited to, distributing chain letters or mass mailings of unsolicited e-mail ("spamming"), propagating computer worms and viruses, or using the services or the Internet to make unauthorized entry to any other computer. Violation of any of the foregoing may result in termination of your right to use the Service. The Bank may prosecute any individuals who attempt unauthorized use of the Service.

We do not warrant that the Service, the Internet or our providers will be available on any particular date or time, or that the Service and the Internet will have the capacity to meet your demand during specific hours. Neither the Bank nor its providers will be liable for any damage that you may suffer arising out of your use, or inability to use, the services or products provided hereunder. Neither the Bank nor its providers will be liable for unauthorized access to the Bank's transmission facilities or equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of the Bank's or its provider's negligence. You acknowledge that you may be unable to access any ISP or the Internet at any given time, and that disconnections may occur from time to time.

25. Third Party Software; Virus Protection

The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with FirstLink (e.g. Quicken®, Microsoft®Money). The Bank is not responsible for any electronic virus or viruses that you may encounter. You are responsible to routinely scan your Computer, diskettes, and software using a reliable virus product to detect and remove any viruses found. You acknowledge that undetected or unrepaired viruses may alter, corrupt, damage, or destroy your programs, files, and even your Computer, and that you may unintentionally transmit the virus to other computers, diskettes, and software.

26. Amendment of this Agreement

You agree that from time to time the Bank may amend or change the terms of this Agreement including amendments or changes to additional services that may be offered under FirstLink. The Bank may notify you of such changes or amendments by mail or by posting at its website. The Bank may amend this Agreement upon thirty (30) days prior written notice to the Customer.

Your continued use of FirstLink is your agreement to any amendment(s) to or change(s) in the Agreement, unless prohibited by applicable laws.

27. Assignment

The Bank may assign its rights and delegate its duties under this Agreement to any other party.

28. Termination

The Bank reserves the right to terminate this Agreement and your use of FirstLink, in whole or in part, upon thirty (30) days prior written notice to the Customer.

The Customer acknowledges that the ability of the Bank to provide access to the System is conditioned upon the continued operation and availability of the Owner's computers, which house the System. In the event that access by the Customer, the Bank or any telecommunication system to such third-party computer/ communications system is suspended or terminated for any reason, the Bank is not responsible for the inability to provide the Service and, in such event, the Bank may suspend or terminate this Agreement immediately by giving written notice to Customer, and the Bank shall thereupon be relieved of all its obligations hereunder.



You may terminate this Agreement and your FirstLink access at any time upon giving thirty (30) days written notice of the termination to the Bank. If you terminate FirstLink, you authorize the Bank to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers from your accounts, including any transfers you have previously authorized. If the Bank terminates your use of FirstLink, the Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

In addition to the terms of this Agreement, you agree to be bound by and comply with the agreements, rules and regulations governing your accounts. In the event of a breach by the Customer of any term, condition or provision of this or any other agreement, between the Bank and the Customer, the Bank may terminate this Agreement immediately by giving written notice of termination.

The Customer's continued use of the Service or its failure to return any documentation, or its breach of its confidentiality obligations, shall cause the Bank and the Owner irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation, for such injury. Accordingly, the Customer agrees that the remedy of specific performance of its obligations under this Agreement shall be warranted, as well as any other remedy or relief as may be granted by a court of competent jurisdiction and that the Bank may seek injunctive or other equitable relief if the Customer violates, or attempts to violate any of its obligation hereunder.

29. No Waiver

The Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

30. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

31. Governing Law

Regardless of where you live or work or where you access FirstLink, this Agreement will be governed by, and construed in accordance with, the laws of the State of New York and the federal laws of the United States of America.

32. Enforcement

In the event that the Bank brings legal action to enforce its rights under this Agreement or to collect overdrawn funds on accounts accessed under this Agreement, the Bank shall be entitled to payment by you of its reasonable attorney's fees and costs, including fees in connection with any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Customer consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York, County of Nassau, in connection with any such action.

33. Severability and Waiver of Rights

If any part of this Agreement is deemed void or unenforceable by operation of law or otherwise, such part shall be deemed severed from this Agreement and the remaining parts shall continue in full force and effect. If on any occasion the Bank fails to enforce any of its rights hereunder, such failure shall not be deemed a waiver of said rights on any other occasion.

34. Account Agreements & Documentation

The terms and conditions of all account agreement(s) with the Bank, along with any other documentation provided in the future relating to the use of the Service, are hereby incorporated by reference into this Agreement. If any inconsistency exists between such account agreement(s) and this Agreement, then this Agreement shall control, with respect to such matter. Each party executing this Agreement must deliver to the Bank, simultaneously herewith, a duly executed resolution or other appropriate instrument authorizing the execution of this Agreement by such party.

35. Consumer Accounts

The provisions of the attached Rider ("Terms and Conditions Applicable to Consumer Accounts") shall apply if the Customer is a natural person.



Rider

Terms and Conditions Applicable to Consumer Accounts

The following provisions apply only where the Customer is a natural person whose accounts are established primarily for personal, family or household purposes ("Consumer"). In the event of any inconsistency with the other provisions of the FirstLink Agreement the following terms and conditions shall control with regard to Consumers:

A. Electronic Funds Transfer Act and Regulation E

Some of the transactions permitted through the Service are governed by the Electronic Funds Transfer Act (EFTA) and its implementing regulation, Regulation E ("REG E"). Some of the terms and conditions of this Agreement are disclosures required by REG E.

B. Right to Stop Payment

Under the Electronic Funds Transfer Act ("EFTA") you have certain stop-payment rights and obligations for "preauthorized electronic fund transfers," or "PEFT." A PEFT is an electronic funds transfer that is authorized in advance and is scheduled to recur on a periodic basis. One-time transfers authorized in advance, however, are not PEFTs and are instead governed by paragraph 13 of the FirstLink Agreement.

You can stop any PEFT by calling or writing to us (see paragraph 16 of the FirstLink Agreement for telephone number and address) at least three (3) business days before the payment is scheduled to be made. If you stop payment by telephone, we may also require you to send us your request in writing within fourteen (14) days after you call.

You may have an opportunity to stop a one-time transfer authorized in advance by calling or writing to us (see paragraph 16 of the FirstLink Agreement for telephone number and address) at least three (3) business days before the payment is scheduled to be made. The EFTA, however, does not obligate us to honor this request, and we do not guarantee that such a stop-payment will be made on time. Furthermore, you should realize that a one-time electronic funds transfer is irrevocable and cannot be stopped if it is scheduled to be made within three business days of our receiving the notice.

C. Customer Liability

You should notify the Bank immediately (see paragraph 16 of the FirstLink Agreement for telephone number and address) if you believe any of your accounts have been accessed or your Access Code has been used without your permission. You have the ability to change your Access Code online, and should do so immediately if you believe your Access Code has been used without your permission.

If someone used your Access Code without your permission, you can lose no more than \$50.00 if you notify the Bank within two (2) business days of discovering any unauthorized use of your Access Code. However, you can lose as much as \$500.00 if you do not notify the Bank within two (2) business days of discovering the unauthorized use and the Bank can prove that it could have prevented the unauthorized use had it been notified.

If you do not report unauthorized transactions that appear on any of your periodic statements within sixty (60) days after such statements are mailed to you, you risk unlimited losses on transactions made after the (60) day period has passed if the Bank can show that it could have prevented the unauthorized use had it been notified within this sixty (60) day period.

At the Bank's sole discretion, we may extend the time periods. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

D. Error Resolution

This section applies only to electronic funds transfers governed by the EFTA and REG E. In case of errors or questions about your FirstLink Banking transactions, please telephone the Electronic Banking Department (see paragraph 16 of the FirstLink Agreement for telephone number and address).

If you think your statement is wrong or if you need more information about a transaction listed on the statement, the Bank must hear from you no later than sixty (60) days after it sends or delivers to you the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error, the Bank must hear from you within sixty (60) days after it sends or delivers that information to you.

- Tell us your name and account number(s).
- Tell us the type, time, and date of the transaction and the dollar amount of the suspected error.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, and payee account number for the payment in question.
- If you tell the Bank orally, it may require that you send in your complaint or question in writing within ten (10) business days after we hear from you and will then in good faith attempt to correct any error promptly.

If the Bank needs more time, however, it may take up to forty-five (45) days from the date you notify us in writing to investigate your complaint or question. In this case, the Bank will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and does not receive it within ten (10) business days, the Bank may not re-credit your account.



If the Bank decides that there was no error, it will send you a written explanation within three (3) business days after it finishes its investigation. You may ask for copies of the documents that the Bank used in its investigation.

E. Amendment of Agreement

Where the EFTA and REG E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through FirstLink, at least twenty-one (21) days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

- Increased fees for the customer;
- Increased liability for the customer;
- Fewer types of available electronic fund transfers; or
- Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic funds transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next scheduled periodic statement or within thirty (30) days of making the change permanent.

If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Your continued use of the Service is your agreement to any amendment(s) to or change of the Agreement, unless prohibited by applicable laws.

F. Joint Accounts

The provisions of this section apply if any of your accounts with us is a joint account. As a holder of a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone, under your separate and unique Access Code, may perform transactions, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify the other one of you about the actions of the other. However, each of you will only be permitted to access accounts for which you are an owner or authorized user.

Each of you individually releases us from liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized by you to use the Service to effect transactions in your accounts. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.