

## DEFINITIONS

"You" and "your" mean any person who has an Account with us and is authorized to use the applicable EFT, "We", "us" and "our" mean Dime Bank.

"Account" means any account at our bank to or from which we allow electronic fund transfers ("EFTS").

"ATM" means an automated teller machine at which you can use your Card and Personal Identification Number.

"Card" means your ATM or Debit Card.

"PIN" means the personal identification number which you agree to use to identify yourself when using an ATM, POS terminal and Online Banking.

"Point of Sale" or "POS terminal" refers to an electronic terminal at which you can use your Card and PIN to pay for goods and services by debiting an Account.

"Telephone Transfer Code" refers to the four digit number you select and agree to use to identify yourself when making a telephone transfer through our touch-tone telephone system.

"Available Funds" means the money in your Account which can be withdrawn or transferred together with any credit you may have available to you. Available Funds may be less than the entire balance in your Account, if for example, we have placed a "hold" against certain funds in your Account for a certain number of days to allow checks deposited to or cashed against your Account to clear.

"Online Banking" (DimeOnLine) refers to an electronic banking and information service that permits you, through the use of your personal computer and your Internet service provider, to access your deposit and credit (loan) Accounts through the Internet using an Internet browser. To access DimeOnLine you must use an ID and PIN (Personal Identification Number). DimeOnLine is located at [www.dimebank.com](http://www.dimebank.com).

### 1. WHAT IS AN EFT?

An EFT is a transfer of your funds at our bank which is initiated electronically, for example by computer, telephone or through the ATM. We currently offer the following EFT services:

(a) Direct Deposit. You can arrange for direct deposit to your Account of Social Security benefits or other deposits, such as payroll, that we allow to be deposited directly to your Account electronically.

(b) Preauthorized Payments. You can arrange to have payments or transfers (that we allow) made from certain Accounts automatically. These payments or transfers are made to third parties, such as payments made electronically for insurance premiums.

(c) Telephone Transfer. You can use your Telephone Transfer Code to transfer funds by telephone between certain Accounts or to make certain payments to us. Transfers between Accounts can be made through our automated touch-tone system, otherwise known as our 24 Hour Info-Line. You can access the Info-Line by calling (860) 859-4322 in Connecticut or (401) 596-4747 in Rhode Island. Transfers out of your Savings Account or Money Market Account will be subject to the limitations on transfers from statement savings and money market accounts described in our Deposit Account Agreement. Transfers between Accounts must share the same social security number and savings Accounts must be statement Accounts. In order to access your Account information or perform funds transfers, you must select a telephone transfer code through the 24 Hour Info-Line. Transfers can be made 24 hours a day, 7 days a week provided there is no interruption in telephone or data communication service.

(d) ATM Transactions. You may use your Card and PIN to do the following through the ATM:

- (1) You can inquire about the Available Funds in your Checking or Savings Accounts.
- (2) You may withdraw Available Funds from your Checking or Savings Accounts.
- (3) You may make deposits to your Checking or Savings Accounts.
- (4) You may transfer available funds between your Checking or Savings Accounts.
- (5) If you have a Line of Credit, you can, by overdrawing your Checking Account, obtain a loan advance from the credit available under your Line of Credit.
- (6) If you use your Card at a Dime Bank Satellite ATM or an ATM other than a Dime Bank ATM, normally only services (1) (2) and (4) above will be available.
- (7) When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry).
- (8) You may obtain a cash advance on your Visa or Mastercard, subject to the agreement you have with the card issuer.

(e) Point-of-Sale Transactions. You can pay for purchases at places that have agreed to accept the Card and PIN. At the time of purchase, you may be able to withdraw cash, subject to cash availability. (This type of EFT is called a "Point-of-Sale Transaction" or "POS".)

(f) OnLine Banking. Depending on the services requested by you in your application, you could perform some or all of the following functions through DimeOnLine:

- (1) View Account information, current transactions, statements or range of transactions
- (2) Transfer funds between your deposit Accounts
- (3) Send electronic mail (E-Mail) to us
- (4) Transfer funds from a deposit Account to make a loan payment
- (5) Obtain a cash advance from a line of credit associated with your qualified checking Account if a transfer through DimeOnLine overdraws that Account
- (6) Place a stop payment order for checks you have drawn on your Account
- (7) Download Account information into money management software (Microsoft MoneyIQuicken)

## (8) Pay bills through the Bill Payment Services

(g) ACH-Type Transfers. ACH transfers are processed electronically to or from your Account. The following are some of the ACH (Automated Clearing House) transfers that you may initiate:

- (1) Web transaction. This is an EFT authorized by a consumer over the Internet and initiated by a third party.
- (2) TEL transaction. This type of transfer is authorized over the phone.
- (3) Electronic Check Conversion or Point of Purchase (POP). This is a one-time EFT from your Account using information from a check to initiate a transfer.
- (4) Return Check Fees. A fee authorized by you to be debited electronically from your Account because a check was returned for insufficient funds.

We may accept on your behalf payments to your Account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account. This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have an Account with us.

## 2. AGREEMENT

By signing an application, by using your Card, or by using an EFT, you agree to the rules in this Agreement for the type of EFT service that you use.

## 3. LIMITATIONS

(a) Limitation on type of Accounts. We may limit the type and form of Account to or from which we allow EFTS.

(b) Limitations on dollar amount of bank-by-phone telephone transfers. You must transfer at least \$100.00 when you use the telephone transfer service on personal Accounts.

(c) Limitation on ATM and POS withdrawals. You may withdraw up to \$350.00 each calendar day by using your ATM Card and up to \$500.00 each calendar day by using your Debit Card. These limits are subject to approval. This limitation applies separately to each cardholder. This limitation applies to the total of withdrawals and POS transfers from your Account and loan advances from your Line of Credit in one day. If on a particular day the amount of Available Funds in your Account, including credit available through your Line of Credit, totals less than the amount stated in this section, you may not withdraw more than the total of Available Funds on that day. During a malfunction of our ATMs, our computer system, or POS system, we may limit the dollar amount you can withdraw and the types of transactions you can make, including the types of Accounts you can access with our ATMs or POS system. We reserve the right to change the limitation on this dollar limit. For security reasons, there are other limits on the transfers

you can make using your Card and Code. Other limitations may apply at ATMs of other institutions which are members of NYCE, CIRRUS or other networks.

(d) Limitation on Online Banking Services.

(1) You are allowed up to six transfers per statement cycle on savings Accounts, through DimeOnLine. The six transfers include transfers to another Account with the bank or to a third party by means of pre-authorized transfer, automatic transfer or telephonic transfer. No more than three of the six such transfers may be made by check, draft, debit card, or similar order.

(2) Payments processed through the Bill Payment service must be submitted by 1:00 p.m. in order for the payment to be processed on that business day. Business customers must submit ACH transactions prior to 500 p.m. and will be subject to approval limits.

#### 4. DOCUMENTATION AND TELEPHONE INQUIRY

You have a right to receive certain types of documentation and information concerning EFTs.

(a) Periodic statements. You will get a monthly Account statement. You will get a quarterly statement for Passbook Accounts, where the only authorized EFTs are preauthorized deposits.

(b) Passbook Accounts where the only authorized EFTs are preauthorized deposits. If you bring your passbook to us, we will record any preauthorized deposits that were made to your Account since the last time you brought in your passbook. We will provide this update on your passbook or on separate documents that we will give or mail to you.

(c) Preauthorized deposits. You can arrange to have direct deposits made to your Account on a regular basis from the same person or entity, including the Federal Government. You can verify your deposit using our 24 Hour Info-Line, DimeOnLine or by calling the Bank at (860) 859-4300.

(d) ATM and POS receipts. You can get a receipt at the time you make a transaction through the ATM. You can also get a written record at the time you make a POS transfer through an electronic terminal. These records will show certain information such as the amount of your transaction, the type of transaction and the date of transaction.

#### 5. PREAUTHORIZED TRANSFERS FROM YOUR ACCOUNT

(a) Stop Payment. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Call the Deposit Operations Department at: (860) 859-4300.

Or write to:

Dime Bank

ATTENTION: Deposit Operations Department

290 Salem Turnpike

Norwich, CT 06360

We must receive your request three business days or more before the payment is scheduled to be made. The stop payment order must describe the debit with reasonable certainty (including the originator, date and precise amount of the debit). If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If we require you to put your order in writing and send it to us within 14 days and you do not do so, then your oral stop payment order will cease 14 days after it has been made and we may make the payment if it is demanded by the person or entity involved.

NOTE: If you want to stop these preauthorized payments permanently, you must notify the person or entity you have told us to pay. A stop order which you give to us will only stop the particular payment to which it applies. If you instruct us to stop these payments permanently we will do so, but we may require you to send us a copy of your notice to the person or organization you told us to pay.

(b) Liability for failure to stop payment of a preauthorized transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled and you comply with a request by us to put your order in writing (as described above), then if we do not do so, we will be liable for certain types of losses or damages which you suffer.

(c) Notice of varying amounts. If these regular payments vary in amount, either the person or entity you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may ask the person you are going to pay to give you this notice only when the payment will differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set. We will not be liable if the person or entity you are going to pay fails to give you notice of varying amounts.

(d) Unless otherwise stated in this Agreement, you cannot stop an EFT, other than a preauthorized transfer.

## 6. CHARGES

Any charges for EFTs are disclosed in our Schedule of Charges.

## 7. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your Account in a timely manner in accordance with the terms and conditions of your Account and normal banking procedures, or in the correct amount according to your instructions, we will be liable for certain types of losses or damages which you suffer. However, there are some exceptions. We will not be liable in the following instances:

(a) We will not be liable if through no fault of ours, you do not have enough Available Funds in your Account to make the transfer.

(b) We will not be liable if the system or the ATM or POS terminal was not working properly and you knew or should have known about the breakdown when you started the transfer.

(c) We will not be liable if you do not give us your correct PIN and, where applicable, Account numbers or other information when starting the transfer.

(d) We will not be liable if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken.

(e) We will not be liable if we do not receive proper instructions or notification for the use of the Account for EFTS or proper instructions for that particular transfer.

(f) We will not be liable if the ATM or POS terminal from which you are making your withdrawal does not have enough cash.

(g) We will not be liable if the transfer would go over the credit limit on your Line of Credit, if applicable.

(h) We will not be liable if the Account has a "hold" on it for the amount of all or part of the funds necessary to make the transfer.

(i) We will not be liable if the funds in your Account are subject to legal process or other encumbrance restricting such transfer.

(j) We will not be liable if your Card has deteriorated or been damaged so that it does not function properly.

(k) We will not be liable if your Card, PIN, and/or Telephone Transfer Code has not been reported lost or stolen.

(l) We will not be liable if you do not follow the procedures in this or any agreement you have with us.

(m) There may be other reasons under federal or state law why we will not be liable.

#### 8. IF YOUR CARD OR CODE IS LOST OR STOLEN

If you believe your Card, PIN, and/or Telephone Transfer Code has been lost or stolen or that someone has withdrawn or transferred or may withdraw or transfer money from your Account without your permission, contact us immediately. Call the the Deposit Operations Department at: 1-888-881 -3463 Or write to:

Dime Bank

ATTENTION: Deposit Operations Department

290 Salem Turnpike

Norwich. CT 06360

## 9. LINE OF CREDIT

If you have a Line of Credit, the Card, PIN, and/or Telephone Transfer Code may be used (as stated in Section 1 (d) (5)) to obtain credit in the form of loan advances under the terms disclosed to you in the Line of Credit Agreement, which you have already received. You agree to the terms in that agreement including the FINANCE CHARGE TERMS.

## 10. BUSINESS DAYS

Our business days are Monday through Friday. Holidays are not included.

## 11. ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your Account or the transfers you make in the following instances:

(a) We will disclose information where it is necessary for completing transactions or collecting checks.

(b) We will disclose information, as allowed by law, in order to verify the existence and condition of your Account for a third party, such as a credit bureau.

(c) We will tell a holder of one of your checks whether it would be paid if presented at the time of the request.

(d) We will disclose information in order to comply with any law, court order or proper government requests, such as subpoenas, tax information, bank examinations and reports of unusual cash transactions.

(e) We will disclose information if you give us your written permission.

(f) We will disclose information to government officials in connection with suspected violations of law.

(g) We will disclose information to our agents, auditors, and collection attorneys.

(h) We may disclose information relating to an Account which does not identify you or your Account.

(i) We will disclose information to third parties if you owe us money and we must take legal action to collect it.

(j) We may disclose information relating to your Account which is allowed to be disclosed under state or federal privacy laws.

## 12. YOUR LIABILITY

Tell us AT ONCE if you believe your Card, PIN, and/or Telephone Transfer Code has been lost or stolen. If you do not tell us promptly of such loss or theft you might lose all your Available Funds including the maximum limit on your Line of Credit. If you notify us within two business days after you learn of the loss or theft, you can lose no more than

\$50 (\$0 on a Visa Check Card) if someone has used your Card, PIN, and/or Telephone Transfer Code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, PIN, and/or Telephone Transfer Code, and we can prove we could have stopped someone from using your Card, PIN, and/or Telephone Transfer Code without your permission if you had told us, you could lose as much as \$500 (\$50 on a Visa Check Card).

If your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

### 13. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

If you think your statement, passbook entry or receipt is wrong or if you need more information about a transfer listed on the statement, passbook or receipt, call us or write us as soon as you can.

Call the the Deposit Operations Department at: 1-888-881 -3463 Or write to:

Dime Bank

ATTENTION: Deposit Operations Department

290 Salem Turnpike

Norwich, CT 06360

We must hear from you no later than 60 days after we sent you the FIRST statement or provided you with the passbook update on which the problem or error appeared.

- (1) Tell us your name and Account number.
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (20 business days if the error involves a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for POS or foreign initiated transfers) to investigate your complaint or question. If we decide to do this, we will recredit your Account within 10 business days (20 days for a new account)

for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your Account.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

#### 14. SURRENDER OF YOUR CARD

The Card belongs to us. We can take it back at any time. You agree to surrender your Card to us when we or our agents request it.

#### 15. OUR RIGHTS IN REFERENCE TO OVERPAYMENTS

If funds have been deposited into your Account(s), to which you are not legally entitled, by mistake or otherwise, you agree that such amounts are debts owing from you to us and you authorize us summarily to withdraw such amounts from the Account or any other Account you have with us. We can do this without giving you prior notice or demand. We can also exercise our right to set-off to recover any such amount. (An example of such an overpayment to your Account to which you are not legally entitled would be a Social Security payment received by direct deposit after a death.)

#### 16. NON-ENFORCEMENT OF OUR RIGHTS

We can choose not to enforce or to delay enforcing any of our rights under this Agreement without losing them in the future.

#### 17. AMENDMENTS

We can change these rules, including, for example, adding or increasing fees. We will give you notice of these changes as provided by law.

#### 18. CANCELLING THIS AGREEMENT

We can cancel this Agreement or your ability to use an EFT service at any time, without any advance notice to you. If more than one person is authorized to request EFTs from your Account, we cannot stop that person from making EFTs from your Account unless we terminate this Agreement. You can cancel this Agreement by telling us in writing that you want to cancel this Agreement. You can also cancel this Agreement by closing your Account(s). You agree to give us 3 business days to cancel this Agreement after you give us notice. You remain responsible for all EFTs to and from your Account(s) during these 3 business days. If the Account is a joint Account, any one of the Account owners may ask us to terminate this Agreement or an EFT service. Any one of the Account owners may ask us to take any other action in connection with the Account. We can do any of this without any notice to or approval by the other Account owners before or after we do any of this. Even if this Agreement is cancelled or ends, you understand that you will

continue to be responsible for paying us whatever you owe us at the time under this Agreement.

#### 19. EVIDENCE OF TRANSACTIONS

You agree that a photographic record or copy of any withdrawal, deposit, borrowing, transfer or payment involving your Account shall be evidence establishing your liability in any legal action involving you and us.

#### 20. ATTORNEY'S FEES

If you bring a legal action against us or if we bring a legal action against you and the legal action involves EFTs or matters discussed in this agreement, you agree to pay all of our attorney's fees if we win.

#### 21. VISA CHECK CARD

The use of the Visa\* Check Card (Check Card) is subject to the provisions of the Dime Bank Electronic Fund Transfer Agreement Schedule of Charges and Deposit Account Agreement (collectively, the "Disclosures"). Please read all of the Disclosures and keep them for your records.

#### 22. YOUR USE OF THE DIME BANK VISA CHECK CARD

After you have signed and activated the card you may use it for Visa\* merchant purchases, ATM and POS transactions. ATM and POS transactions can be accessed at any terminal that is connected to any network that the Dime Bank is a member, such as the NYCE and CIRRUS networks. VISA.\* Merchant purchases are purchases at VISA\* merchants in which the merchant processes your transaction using your card number and prepares a sales transaction slip following the credit card authorization process. The merchant will generally request that the sales slip be signed. A telephone or mail order transaction is one in which you provide your Check Card number, and the merchant follows the credit card authorization process. The amount of your purchase at Visa\* merchants is automatically debited from your Checking Account typically within three (3) business days of your purchase.

POS. Terminals allow you to pay for retail purchases with your Check Card. These terminals can be found at grocery stores, gas stations and other retail establishments. In a POS transaction the merchant processes your transaction using your card number, enters the purchase amount and then requests you to enter your Personal Identification Number (PIN). The amount of your purchase is automatically deducted from your Checking Account.

ATM. You may use your Check Card at any of our ATMs. You may also use your Check Card to make certain withdrawals, transfers or balance inquiries at any ATM connected to any network of which the Dime Bank is a member. However, deposits are only accepted at our ATMs. For other available services and details please refer to section 1 (d).

#### 23. CHECK CARD - VISA MERCHANT - 'OPEN-TO-BUY' LIMITS AND HOLDS

Your Visa\* merchant Open-to-Buy limit is \$750. This limit is subject to approval. This means that you are allowed a maximum of \$750 in outstanding holds against your Account at any one time. For instance, at the time your purchase is authorized, a "hold" will be placed against the available balance of your Checking Account for the total dollar amount of the authorization. The hold will be maintained for a maximum period of (3) calendar days. Holds are cleared by receipt of the matching transaction or by expiration of the outstanding hold. As holds clear your Open-to-Buy limit increases up to a maximum of \$750. For example a \$250 Visa\* merchant purchase will reduce your Open-to-Buy limit of \$750 by \$250 (= \$500 remaining Open-to-Buy limit) for a maximum period of 3 days. This period will be shorter if the purchase amount is debited from your Account prior to the end of the 3 day hold. This Open-to-Buy limit is separate from your ATM/POS daily withdrawal limit of \$500. You cannot use your Check Card for a Visa\* merchant transaction if the amount of the transaction would exceed your Open-to-Buy limit. Each time you use your Check Card at a Visa merchant, your available Open-to-Buy limit is reduced by the amount authorized for the transaction.

Please note that the dollar amount of the hold may be larger than the actual purchase amount for some hotels, car rental agencies, restaurants, gas stations and other merchants who typically request authorizations for higher dollar amounts than the actual amount of the purchase transaction. The bank will place the hold based on the authorization amount.

#### 24. YOUR CARD DOES NOT INCLUDE A CREDIT LINE

Your Check Card purchases will be approved based on the available balance in your Checking Account. If your Checking Account has a Line-Of-Credit (LOC) then the available credit will increase your available balance in your Checking Account. You should not use your Check Card if there are no available funds in your Checking Account. If using the Check Card overdraws your Checking Account, you must pay the Bank the amount of the overdraft, plus any applicable overdraft fees.

#### 25. CHECK CARD CANCELLATION

The Check Card at all times remains the property of Dime Bank and may be repossessed by the Bank or its authorized agent at any time. We may refuse to issue a Check Card or may revoke your Check Card privileges with or without cause or notice, other than as may be required by federal or state law. We may also limit or refuse to complete your transaction when we determine it is necessary for security reasons.

The Bank reserves the right not to reissue all Check Cards. You authorize us to make whatever credit investigation we may deem appropriate, including obtaining your credit report from a credit reporting agency, in connection with your use and renewal of your Check Card.

Upon cancellation of your Check Card privileges, the Check Card must be surrendered by you to the Bank or its authorized agent upon demand or upon knowledge of cancellation. You agree not to use or attempt to use an expired, revoked or otherwise invalid Check Card. If the Check Card is used other than as permitted by this Agreement, we may at our option and without waiving any rights, recognize the transactions and debit or credit your

Account accordingly. The cancellation of Check Card privileges, by you or us, will not affect other rights and privileges under your deposit agreement for the Account.

Should you decide to close your Account or terminate the Check Card, you are responsible to return of all Check Cards to the Bank. In each case, you agree to pay all amounts due to us or paid out of the Account by reason of any use of the Check Card.

#### 26. YOUR LIABILITY

If you permit someone else to use your Check Card you are liable for any transactions made by that person, even if that person exceeds the authority you have given them.

#### 27. IF YOUR VISA CHECK CARD IS LOST OR STOLEN

If your Visa\* Check Card is lost or stolen, you agree to immediately notify us during business hours by calling Dime Bank at 1-888-881-3463. During non-business hours report stolen Visa\* Check Cards to our hotline number at (800) 754-4128.

#### 28. DOCUMENTATION OF TRANSACTIONS AND NOTIFICATION OF ERRORS

You may receive a copy of a signed sales draft as your receipt at the time you make a Visa\* merchant purchase. All Visa\* merchant purchase transactions originated by the Check Card will be reflected on your monthly account statement. You agree to inspect such statements and to notify us immediately of any erroneous, improper or unauthorized entries into the account. The notification process is governed by the EFT Agreement.

#### 29. FOREIGN TRANSACTIONS

If you make a transaction in currency other than U.S. dollars, Visa" will convert the transaction into a U.S. dollar amount. The currency conversion rate in effect on the processing date may differ from the rate in effect on the date of your transaction. Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Visa\* may increase the conversion rate by one percent (Interchange Fee) and keep that fee. If a credit is subsequently given for a transaction, it will be decreased by one percent (1%) after application of the conversion rate. If the credit has a different processing date, then the exchange rate of the credit can differ from that of the original transaction.

#### 30. OTHER

(a) We have no liability or responsibility if, for any reason, the Check Card is not honored at any establishment.

(b) We may modify or amend this Agreement, in whole or in part, at any time upon proper notice to you.

(c) If the Bank takes legal proceedings against you because of a default in the terms of the Agreement, you must pay reasonable attorney's fees and other costs of the proceedings. Your responsibility for fees and costs shall in no event exceed the maximum allowed by law.

(d) The Bank will in no event be liable for overdraft fees, other charges, or any consequential damages in connection with your use of the Check Card.

(e) This agreement is governed by applicable state and federal laws. If any part of this agreement becomes invalid under federal, state, or local law, the rest of the agreement will remain in effect.

(f) The Bank may restrict or refuse to process Electronic Fund Transfers, including a wire transfer, if a security breach or identity theft is suspected or has been reported.

(g) In consideration for using the Check Card, and unless the law provides otherwise, you waive and release us from all defenses, rights and claims you have or may have against any third party arising from or related to any use of the Check Card: you waive any right to stop payment on a draft originated by use of the Check Card: and you waive any right to receive automatically with your monthly account statement a copy of any draft originated by the use of the Check Card.