

DimeOnLine™ Banking Customer Agreement and Disclosure

This agreement states the terms and conditions that apply when you use Dime Bank DimeOnLine™ Banking Service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. In this agreement “you”, “your”, and “yours” refers to the person that has applied for and will be using the online banking services described in this agreement. “We”, “us”, “ours”, and “Bank” refer to Dime Bank. “Account” refers to the deposit and credit accounts you can access through DimeOnLine banking services. These include all accounts that have been opened showing your name or business name, and tax identification number. DimeOnLine is an electronic banking and information service that permits you, through the use of your personal computer or other access device and your Internet service provider, to access your deposit and credit (loan) accounts through the Internet using an Internet browser. This agreement contains the terms and conditions governing our DimeOnLine services for which you have applied.

USE OF DimeOnLine

To become eligible to use DimeOnLine, you must open or obtain a deposit account at Dime Bank and you must complete an application. When your application is accepted we will send you further instructions with regard to the use of DimeOnLine. Before you use DimeOnLine you should read this agreement and the instructions which describe DimeOnLine in greater detail. Your use of any DimeOnLine services means that you agree to the terms and conditions stated in this agreement and our DimeOnLine instructions.

DEPOSIT AND CREDIT AGREEMENTS

The terms and conditions in this Agreement are in addition to any deposit account, credit account or other agreement you have with us relating to your accounts, including any disclosures pursuant to such agreements. You must maintain your accounts in good standing with Dime Bank in order to perform transactions in those accounts through the use of DimeOnLine.

EQUIPMENT REQUIREMENTS

In this Agreement, the term “Computer” shall mean your computer and modem or other electronic device used to access the internet. The installation, maintenance and operation of your equipment including, but not limited to, your Computer, and the Internet access through your Internet access provider is your responsibility. We are not responsible for any errors or failures from any malfunction of your computer and we are not responsible for any computer virus or related problems that may be associated with the use of DimeOnLine. Dime Bank is not responsible for any electronic virus or viruses that you may encounter. DimeOnLine and related documentation are provided “as is” without any warranty of any kind. We disclaim all warranties regarding the use of DimeOnLine, expressed or implied, including but not limited to, implied warranties or merchantability and fitness for a particular purpose. Your personal software may include other functions and features (such as online budgeting and mortgage comparisons) which are not associated with DimeOnLine, and we are not responsible for them either. We are not responsible for damages arising from the use or maintenance of software that we did not provide to you that you use to access or communicate with DimeOnLine. You agree that we are not responsible for any failure or loss caused if any personal financial software you use or any of your personal hardware or software is not compatible with our system. THE FOREGOING SHALL CONSTITUTE THE SERVICE’S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE.

USER ID(s) AND PASSWORD(s)

As part of the application process, you will create a user ID and password of your choice, which must comply with current password requirements as described. The DimeOnLine ID and password are used to identify you as an authorized user of DimeOnLine. You agree to keep your DimeOnLine ID and password confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of DimeOnLine. If you permit other persons to access DimeOnLine using your password or other means to access your account, you are responsible for any transactions they authorize. Your DimeOnLine ID and password may be revoked or canceled at any time without giving you prior notice to assist us in maintaining the security of your accounts. The security of your accounts depends on you maintaining the secrecy of your DimeOnLine ID and password. We recommend that you change your password often. For security purposes, the system will prompt you to change your password at least once annually. If you forget your Password or you have been locked out of your account and you have **not** set up your security question and answer, you must contact us to reset your Password for you. If you should

DimeOnLine™ Banking Customer Agreement and Disclosure

forget your password or if you are locked out of your account and you have pre-selected a security question and answer through the Options link in DimeOnLine, you may elect to re-set your DimeOnLine Password by clicking on the RESET Password tab from the Login Page of DimeOnLine.

We strongly recommend that a Password not be frequently recycled. Although you are not required to change your DimeOnLine ID when you sign in you are able to do so if you wish. Once you are signed in you can choose Account Management Options from your Home Banking drop down menu. From the Account Management Options menu, click on Change Personal ID (Alias). You can change this to anything up to twelve characters in length. These can be number, letters, or a combination of both. However, your new alias must start with a letter.

It is essential that DimeOnLine users select the “**Sign Out**” option located at the top right hand portion of the screen when terminating an active session of DimeOnLine. Any other means of signing out (i.e. powering down, clicking the “X” (close)) could lead to unauthorized access.

DESCRIPTION OF DimeOnLine BANKING SERVICES

Depending on the services requested by you in your application, you could perform some or all of the following functions through DimeOnLine:

- Obtain account balances and transaction information for your accounts
- Internal and external transfer of funds between your deposit accounts (statement accounts only)
- Send secure electronic mail (E-mail) to us
- Transfer funds from a deposit account to make a loan payment
- Obtain a cash advance from a line of credit associated with your qualified checking account if a transfer through DimeOnLine overdraws that account
- Place stop payment orders for checks you have drawn on your account
- Download account information into money management software (Microsoft Money / Quicken / Quickbooks)
- Peer-to-Peer (P2P) payments to send money to others using your online banking
- Bill Pay Services

These features of DimeOnLine are limited by subject to the terms set forth below:

- a) Your ability to transfer funds from your savings account is limited by federal law, as stated in the Dime Bank deposit account disclosures.
- b) There may be a one (1) business day delay in transferring funds between designated accounts depending on the day and time on which you request the transfer. Transfers are subject to funds availability as described in the Dime Bank deposit account disclosures. (The cutoff time for a transfer is 8:00 p.m. Anything transferred after 8:00 p.m. will be credited on the following business day.)
- c) If you overdraw your deposit account through a DimeOnLine transaction, and you have a Line of Credit with the bank that is attached to the account which is overdrawn, a loan advance will be made under the terms of that agreement.
- d) No transfers may be made from any account that requires two or more signatures. Transfers cannot be made from time deposits or passbook savings accounts.
- e) Transaction information provided on any day will generally be current only as of the close of business on the preceding business day. Transaction information for your accounts will be available online for the preceding fifteen-month period, beginning from the date we authorize your use of DimeOnLine.
- f) For security reasons, we may place limitations on the frequency and dollar amount of transfers from your accounts.
- g) When requesting a stop payment on a check via DimeOnLine, you agree: 1) that you must notify us in writing to cancel this check stop payment if and when the reason for the stop payment ceases to exist; 2) that the closing of the account upon which this check is drawn will automatically cancel this order and; 3) that this order expires and is no longer in effect six (6) months from the date that this order was placed unless you have already cancelled or renewed the stop payment order. We will have no liability for failing to act on a stop payment order if the stop payment order does not describe the check with reasonable certainty, or if the bank does not have a reasonable opportunity to honor the stop payment order, even if the failure to stop payment causes other checks to be

DimeOnLine™ Banking Customer Agreement and Disclosure

returned. Prior to sending a stop payment order, you should first verify that the check has not already been posted to the account.

PERIODIC STATEMENTS

Your periodic statements for your accounts will include any transfers you authorize using DimeOnLine, as well as your other account activity.

BUSINESS DAYS AND HOURS OF OPERATIONS

For the purposes of this agreement, our business days are Monday through Friday. Holidays are not included. DimeOnLine can only make transfers on business days. However, you may use your computer to access DimeOnLine 24 hours a day, seven days a week, except during any special maintenance period.

YOUR LIABILITY

You are responsible for all transfers you authorize using DimeOnLine. If you permit other persons to use DimeOnLine or your DimeOnLine ID and password, despite our instructions not to do so, you are responsible for any transactions they authorize from your accounts. If you believe your DimeOnLine ID or password has been lost or stolen call our Electronic Banking Department immediately at **888.881.3463**. 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 account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize.

CONTACT US IN THE EVENT OF A LOST OR STOLEN DimeOnLine ID OR PASSWORD, UNAUTHORIZED TRANSACTIONS OR ACH STOP PAYMENT REQUEST

If you believe that your User ID or Password has been lost or stolen or that someone may attempt to access your DimeOnLine account or transfer money from your account without your permission, call us immediately at: **888.881.3463**

Or write us at:

**Dime Bank
E-Banking Department
290 Salem Turnpike
Norwich, CT 06360**

Do NOT use E-mail service as a means of contact for the purpose of reporting this information.

We will not immediately receive E-mail sent by you. E-mail transmissions through general or public e-mail are not secure. We, therefore, request that you do not send us or ask for sensitive information such as account numbers, user name and password, financial information, etc. via any general or public E-mail system.

Additionally, under no circumstances will a Dime Bank employee request your user name or password via the Internet or other contact. Do NOT respond to such requests even if the individual claims to represent Dime Bank or any subsidiary thereof.

OUR LIABILITY

Customer understands that by using DimeOnLine, information about Customer's accounts and transactions will be transmitted over the Internet. Customer agrees that the Bank will have no liability to Customer if an unauthorized third party obtains information about Customer's accounts or transactions despite reasonable precautions the Bank has taken to maintain the confidentiality of such information.

We will be responsible for your actual losses if they were directly caused by our failure to complete a transfer to or from your accounts on time or in the correct amount according to our agreements with you. However, there are some exceptions. We will not be liable, for instance:

DimeOnLine™ Banking Customer Agreement and Disclosure

- a) If, through no fault of ours, you do not have available enough funds in your account to complete a transaction from that account, 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 that account has been closed.
- b) If the transfer would go over the credit limit on your Line of Credit.
- c) If the account has been closed.
- d) If you have not properly followed our DimeOnLine instructions on how to make a transfer or if your computer or Internet service provider fails or malfunctions.
- e) If you have not given us complete, correct and current instructions so that we can make a transfer.
- f) If we have reason to believe that a transaction has not been properly authenticated or is fraudulent.
- g) If DimeOnLine was not working properly and you knew or should have known about the breakdown when you attempted to authorize a transfer.
- h) If circumstances beyond our control prevent the making of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include delays or losses of payments caused by equipment failure or breakdown, acts of God or other conditions beyond our control. We will be responsible for acting only on those instructions sent through DimeOnLine which we actually receive.
- i) For other exceptions to our liability as stated in our Electronic Fund Transfer Agreement.
- j) For any indirect, incidental, special or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding our procedures to avoid such error.

Provided none of the foregoing reasons that we will not be liable are applicable, if DimeOnLine fails to process a transaction, causes an incorrect amount of funds to be removed from your account, or causes funds from your account to be directed to a person or entity which does not comply with your payment instructions, we will be responsible for returning any improperly transferred funds to your account and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed.

ERROR RESOLUTION

In case of errors or questions about your DimeOnLine transactions, contact us immediately using the contact information listed above. For additional information, please refer to our EFT Disclosure.

DISCLOSURE OF ACCOUNT INFORMATION TO OTHERS

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about you, your accounts or the transfers you make under the following circumstances:

- a) We have entered into an agreement to have another party assist us in providing our DimeOnLine services. In order to carry out your instructions we will provide this party with, or it will receive from you, information about your designated accounts, your DimeOnLine transactions and your electronic mail messages.
- b) Where it is necessary for completing transfers.
- c) In order to verify the existence and condition of your accounts for a third party, such as a credit bureau.
- d) In order to report our experience regarding your accounts or DimeOnLine transactions to financial institutions and credit reporting agencies.
- e) To collect any debt that you may owe to us.
- f) We may collect customer account data for the purpose of learning about aggregate customer usage patterns, customer telephone inquiries, and the effectiveness of DimeOnLine, but shall not disclose individual identifiable information except as provided in this Section.
- g) In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal processes in order to give information to any government agency or official having legal authority to request such information.
- h) If you give us your written permission.
- i) For any of the reasons listed in your Electronic Fund Transfer Agreement.

DimeOnLine™ Banking Customer Agreement and Disclosure

DATA RECORDING

The information and electronic mail messages you enter on DimeOnLine may be recorded. By using DimeOnLine, you consent to such recording. We request that you do not send us or ask for sensitive information such as account numbers, user name and password, financial information, etc. via any general or public E-mail system.

NO WAIVER

Dime Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Dime Bank. No delay or omission on the part of DimeOnLine in exercising any 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.

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.

AMENDMENT TO THIS AGREEMENT

This Agreement, applicable fees and service charges may be altered or amended by Dime Bank from time to time. In such event, we send notice to you at your address as it appears in our records, prior to the effective date of the amendment, as required by law. Any use of DimeOnLine after we have sent notice of change will constitute your agreement to such change(s). Further, DimeOnLine may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete.

Consequently, DimeOnLine reserves the right to terminate this agreement as to all such prior versions of the programs, services, and/or related material and limit access to DimeOnLine's more recent revisions and updates. DimeOnLine and your accounts will be governed by this agreement as amended.

NOTICES AND COMMUNICATIONS

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 DimeOnLine or at the last known E-mail address that we have for you in our records. Notice to one joint owner or DimeOnLine customer will be effective for all of you. You agree that we may send or provide certain documents to you through electronic communication. Certain restrictions may apply.

ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. We may also assign our rights and delegate our duties under this agreement to independent contractors or other third parties.

INFORMATION AUTHORIZATION

Your enrollment in DimeOnLine may not be fulfilled if Dime Bank cannot verify your identity or other necessary information. Through your enrollment in DimeOnLine, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau.

TERMINATION

In the event you wish to discontinue your ability to use DimeOnLine, you must contact the Electronic Banking Department in writing. Such notice must be supplied ten (10) days prior to the actual discontinuance date and must be sent to the address listed above.

This agreement and your ability to use any or all of DimeOnLine may be terminated at any time by you or us upon giving notice of the termination to the other party. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement. If you terminate DimeOnLine, you authorize us to continue making transfers and bill payments you have previously authorized until the discontinuance date, which may be up to ten (10) days after receipt of your notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your accounts,

DimeOnLine™ Banking Customer Agreement and Disclosure

including any transfer or payments you have previously authorized. If we terminate your use of DimeOnLine, we reserve the right to make no further transfers or payments from your accounts, including any transactions you have previously authorized.

SEVERABILITY

If any provision of this agreement is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of the agreement shall remain in full force.

ATTORNEY FEES

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

GOVERNING LAW

This agreement is governed by and shall be construed in accordance with the laws of the State of Connecticut and applicable federal law. If any terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with the applicable law.

BUSINESS DimeOnLine CASH MANAGEMENT

The Customer shall be solely responsible for protecting against unauthorized access to DimeOnLine through the use of physical security, user IDs, passwords and other security procedures, as described in Security Procedures below. Bank will be held harmless for processing any request sent through DimeOnLine by any person using a user ID that has been assigned to Customer or any of Customer's authorized representatives.

Where the Customer has access to funds transfer features of DimeOnLine, which include Wire Transfer, Automated Clearing House ("ACH") Transfer, transfers between Customer's designated accounts at the Bank ("Internal transfers"), or preauthorized payments to third parties ("Bill Payments") or payments through the Electronic Federal Tax Payment System ("EFTPS"). Bank will only accept transfer requests upon proper execution of security procedures that are entirely within Customer's control. The Customer agrees to follow the security procedure set forth in the section below.

SECURITY PROCEDURES

- a) The Customer and the Bank shall comply with the security procedure described herein with respect to Customer's access to DimeOnLine to access account information or to provide instructions and payment orders for funds transfers, (which may include ACH transfers, Wire transfers, Internal transfers, Bill Payments, EFTPS or stop payments as applicable).
- b) The Security Procedure will be the transmission of instructions to the Bank through DimeOnLine using a user ID, password and any required security device to access DimeOnLine for the purpose of obtaining account information, sending funds transfer payment orders and instructions and stopping payments.
- c) The Customer agrees to identify to the Bank an Authorized Representative who will serve as administrator of DimeOnLine (the "Administrator"). The Bank will provide the Administrator with a user ID and password that allows the Administrator initial access to DimeOnLine. The Administrator will access DimeOnLine and select a user ID for each Authorized Representative. As soon as possible, after the assignment of user IDs, each Authorized Representative will access DimeOnLine and select a unique password. Use of the user ID and password is required to access DimeOnLine on behalf of the Customer. The Administrator is responsible for establishing online limitations and access levels for each Authorized Representative. These limitations and access levels establish which of the Customer's accounts and which of the following services each Authorized Representative is authorized to access: account information reporting, ACH transfers, Wire Transfer, Internal transfers, stop payments, Bill Payments and/or EFTPS payments, and any limits on the dollar amount of transfers that can be entered based on the user ID and PASSWORD used. The Administrator shall be responsible for resetting User IDs and passwords if an Authorized Representative loses his or her User ID or password.
- d) All instructions or changes in instructions under this Agreement must be sent by an Authorized Representative using the Authorized Representative's user ID and password.
- e) The Customer acknowledges that safeguarding of the user IDs and passwords is entirely within its control. **The Customer shall prevent any disclosure of these Security Procedures or applicable user IDs and passwords except**

DimeOnLine™ Banking Customer Agreement and Disclosure

to Authorized Representatives who have a need to know the information to effect transactions through DimeOnLine on behalf of the Customer (a “need-to-know” basis). Customer agrees to instruct all Authorized Representatives to maintain the confidentiality of their user IDs and passwords. In the event a funds transfer payment order or instruction or stop payment instruction is delivered to the Bank through DimeOnLine by any person using a user ID and/or password that has been assigned to Customer or assigned by Customer to any of Customer’s Authorized Representatives, the Bank shall be fully protected in acting in reliance on such payment order or instruction. If Customer’s account records are accessed by any person through DimeOnLine using a user ID that has been assigned to Customer or assigned by Customer to any of Customer’s Authorized Representatives, Bank may consider such access to have been authorized by Customer. The Customer expressly agrees to be bound by any instruction or payment order, whether or not authorized, issued to the Bank through DimeOnLine.

- f) The Customer shall take all steps within its control to keep these security procedures confidential and effective and to prevent unauthorized transactions or errors. The Customer or the Administrator will notify the Bank immediately if the security or confidentiality of the procedures is breached or compromised in any way, and the Administrator shall immediately instruct Authorized Representatives to change their passwords to restore security. The Customer agrees to immediately notify the Bank of a change to the appointed Administrator. Such notice may be oral, but must be confirmed by written notice within three (3) business days. Upon receipt of such notice, the Bank will issue a new User ID and new password to the Administrator.
- g) The security of these procedures depends upon vigilant and careful practices by the Customer and the Bank. The Customer agrees to keep such vigilant and careful practices and to notify the Bank if the Customer has any reason to question the efficacy of the procedures.
- h) If a funds transfer instruction or payment order (whether ACH, Wire transfer, or Internal Transfer, Bill Payment, or EFTPS) received by the Bank was transmitted or authorized by the Customer, the Customer shall be obligated to pay the amount of the funds transfer as provided herein, whether or not the Bank complied with the security procedures with respect to that instruction and whether or not that instruction was erroneous in any respect or that error would have been detected if the Bank had complied with such procedure.
- i) The Bank has adopted such security procedures only for the purposes of verifying instructions and payment orders (or communications seeking to amend or cancel instructions) as those of the Customer and not for detecting errors in the content of the instructions.
- j) No Bank can ever guarantee that certain security procedures will be effective.
- k) The Customer agrees to follow the security procedures in exact detail and in a pro-active manner. The Customer will promptly notify the Bank if the confidentiality of the security procedures is compromised. The Customer will take all steps necessary so that these security procedures are likely to be successful under the circumstances of the Customer’s business and its day-to-day methods of transacting business.
- l) The Customer agrees that such security procedures are commercially reasonable under the factual circumstances of the Customer’s business. The Customer will notify the Bank if, at any time, the Customer becomes aware of facts, which suggest that the security procedure no longer seems adequate.

FEES

Fees payable by Customer for access to DimeOnLine shall be at a rate specified on the schedule of fees and charges. Customer agrees to pay all such fees as they may be amended from time to time. In addition to said fees the Customer agrees to pay any sales, use or other taxes that may now or in the future be applicable to the services provided hereunder.

FUNDS TRANSFER SERVICES

In addition to account information reporting, stop payment and internal transfers, the Customer may request access to certain other funds transfer services as described below. If the Customer requests the ability to use the funds transfer services described, the funds transfer service is subject to the terms of this Agreement. The following conditions shall also apply:

- a) ACH Transfers. The Customer acknowledges that the ACH feature of DimeOnLine allows the Customer to issue funds transfer requests to the Automated Clearing House Network. A separate ACH Agreement between the Customer and Bank is required.
- b) Wire Transfers. The Customer acknowledges that the Wire transfer feature of DimeOnLine allows the Customer to issue Wire transfer orders to the Bank. A separate Wire Transfer Agreement between the Customer and Bank is required.

DimeOnLine™ Banking Customer Agreement and Disclosure

- c) Bill Payments. If customer has requested Bill Payments services, the Customer will be able to request bill payments from its designated checking account.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.