

This Online Banking Agreement for personal and business customers is between The Westchester Bank and you, which states the terms and conditions that govern your use of The Westchester Bank's Online Banking Services for accessing your eligible accounts, and other financial services as described herein. The terms and conditions of this Agreement are in addition to other terms and conditions that may apply to any account or Online Banking Service covered by this Agreement.

Please read this document carefully. You agree to all of the terms and conditions of this Agreement, and any instructional material that we provide you regarding the Services, and agree to be bound by them as well as such other terms and conditions as shall be imposed from time to time by The Westchester Bank.

SERVICES PROVIDED

The Westchester Bank will provide Online Banking Customers with access to the bank's Online Banking system. Said system will provide Customer's account(s) activity information, transfer funds between accounts at the Bank and obtain various rate information.

Transfers of funds from accounts are subject to the restrictions contained in the applicable account agreement. All transfer requests are subject to having an available balance sufficient to complete the requested transaction. You agree that by requesting a transfer through our Online Banking Service, you authorize us to carry out your transfer instructions, withdraw the necessary funds and applicable fees (including charges and penalties) under this agreement and any account agreement, without requiring your signature on the item and without any notice to you.

In addition, according to Federal regulations, you are limited to six preauthorized withdrawals or automatic Electronic Fund Transfers (including telephone, savings and / or overdraft protection, or data transmission) per statement cycle from a Savings account or Money Market account. Each fund transfer through the Online Banking Service from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each periodic statement cycle. However, payments to your loan accounts with us are not counted toward this limit for savings/money market deposit accounts. We may reject your Electronic Fund Transfer request if you exceed this limitation.

We may refuse to process any transaction because of inaccurate or incomplete information or if you lack an available balance sufficient to complete the requested transaction.

Without your signature, you authorize us to access your Overdraft Line (if you have one), and charge applicable fees (including charges and penalties) under this agreement and any account agreement, when you lack a sufficient available

balance in your account to complete the requested transaction. You agree that we may either access your overdraft line or refuse to complete the requested transfer, in either event, you are responsible for any fees (including charges and penalties) under this agreement and any account agreement we may impose.

GENERAL INFORMATION

Customer shall be solely responsible for establishing user password and maintaining the confidentiality of said password.

If customer has any reason to believe that the password has or will become known to unauthorized person(s), the customer shall immediately notify The Westchester Bank. In order to protect against possible unauthorized use or access to the system, The Westchester Bank may, temporarily deny all access or use of the system and The Westchester Bank will thereafter replace the passwords in accordance with The Westchester Bank security policy. Customer shall be solely responsible and liable by reason of any unauthorized access to Customer's account or any funds transferred prior to the receipt of notice from Customer to Bank. The Westchester Bank's responsibility to take appropriate action to protect Customer's accounts shall include a reasonable period of time to permit the Bank adequate opportunity to take necessary action to prevent unauthorized access. The Westchester Bank reserves the right to modify or change security procedures and codes. Customer hereby represents, warrants, and agrees that all information obtained by or coming into the possession of Customer in connection with any of the services provided herein, including but not limited to the software, user guides, security procedures, and passwords, will be maintained as confidential and shall not be divulged, transferred, sold or made available to any other person or entity. Customer is solely responsible for the establishment or maintenance of appropriate procedures or policies which are reasonably designed to assure the absolute confidentiality of The Westchester Bank's security procedures and codes.

The Westchester Bank hereby agrees that customer account information will remain confidential and protected from unauthorized access provided, however, that it shall be presumed that The Westchester Bank has satisfied the foregoing obligations by The Westchester Bank's adherence to its duly adopted security procedures and policies.

The Customer shall compensate The Westchester Bank for Online Banking services as shall be mutually agreed upon between the parties from time to time as per the Bank's Schedule of Fees (which may be amended upon notice).

The Westchester Bank's obligations hereunder may be temporarily suspended by reason of computer or data processing computer failure or other condition beyond Bank's control for which The Westchester Bank shall have no liability whatsoever to customer. The Westchester Bank reserves the right to transfer, assign or delegate all of its obligations to perform services hereunder to an appropriate third

The Westchester Bank Online Banking Agreement

party limited to situations or conditions where computer or data processing equipment is inoperable or malfunctioning or other conditions beyond the Bank's control which make it temporarily or permanently impossible for The Westchester Bank to perform the services hereunder.

The Westchester Bank's obligation to provide access to customer's account(s) and to process customer's transactions and instructions are expressly conditioned upon customer's compliance with all of the terms and conditions contained herein.

The Westchester Bank will be under no obligation to process, either in whole or in part any transaction or instruction that:

- exceeds customer's available funds on deposit;
- is not consistent with the terms and conditions mutually agreed upon by the customer and bank;
- The Westchester Bank has reason to believe that said transaction or instructions have not been authorized by the customer;
- involves funds subject to restraints, levy or legal process preventing withdrawal or transfer; or would violate any provisions of any present or future "risk control program" of the Federal Deposit Insurance Corporation or any current or future law or regulation;
- is inconsistent with any requirement set forth in this agreement or is contrary to Bank policy, procedure or practice as duly adopted by the Bank or is required by Federal state laws, rules or regulations;
- The Westchester Bank deems it necessary and reasonably believes that it is necessary for the protection of the bank's or the customer's interest.

In the event that a customer has obtained an appropriate authorization from a Related Entity Customer of the Bank and further provided that said customer has submitted the original authorization on forms provided by the bank together with any other supporting documentation that the bank, in its discretion may require the bank agrees that it will permit customer banking access to said Related Entity accounts.

Customer hereby agrees to indemnify and hold harmless The Westchester Bank, its assigns, its subsidiaries, its directors or officers from and against any damage, loss of liability or any kind, including, without limitation, reasonable attorney's fees, costs and disbursements which result directly or indirectly in whole or in part from the services provided under this agreement except when such loss, damage or claim shall arise from or be caused by the gross negligence of The Westchester Bank. In no event shall The Westchester Bank be liable for any loss which is a result of any encoding, key punching, date or other instruction furnished by Customer which shall be inaccurate or incorrect.

This agreement shall continue in effect until or unless terminated by either party upon thirty days written notice to the other. The Westchester Bank, however,

reserves the right, without prior notice or at any time to immediately terminate this agreement if The Westchester Bank shall reasonably believe that loss or damage to either the customer or the bank may result from continued performance under this agreement.

This agreement shall be governed by and be construed under the laws of the State of New York.

This agreement constitutes the agreement between the parties hereto and supersedes any prior agreement or representation, whether written or oral, relating to the services and may not be modified, extended or changed in any manner except in writing signed by the parties hereto.

This agreement shall be accompanied by Customer's Application for On Line Banking Services and shall also include, if applicable, "Automated Banking Related Entity Authorization Agreements". Such application shall designate the Customer account(s) to be maintained subject to this agreement. Additions, deletions and changes are to be submitted via a new application form. The Customer agrees to provide all necessary documents, applications and/or resolutions to duly authorize the services provided by this agreement.

Email and Online Messages

You agree to check your Messages every time you log on to the Internet Banking Services.

No action will be taken on any of your email messages until we actually receive it and have a reasonable opportunity to act. If you need immediate assistance (for instance, to report an unauthorized transaction from an account) or your message is sensitive to you and confidential and you prefer not to use this email function, do not use any email system-you must instead call our Operations Department at the number provided or contact us in person. Unless otherwise provided in this Agreement, email messages do not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

Canceling or Changing Transfers

To stop recurring transfers you must edit the transfer you wish to change before the Business Day Cut-off of the processing date. Up to that time, you may go into the transfer and change or delete transfers.

ONLINE BANKING DISCLOSURE CONSUMER LIABILITY

Tell us AT ONCE if you believe your security code or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of

credit. If you tell us within two (2) business days, you will lose no more than \$50.00 if someone uses your code without permission. (If you believe your code has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your code without your permission.) If you do NOT tell us within two (2) business days after you learn of the loss or theft of your code, and we can prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (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 kept you from telling us (such as a long trip or a hospital stay), we will extend the time periods.

If you believe your security code or password has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, call the Operations Department at (914) 368-9919.

Or write to:

The Westchester Bank
12 Water Street
White Plains, New York, 10601
Attn: Deposit Operations Department

BUSINESS CUSTOMER LIABILITY

Tell us AT ONCE if you believe your security code password or token has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. Also, if your statement shows transfers that you did not make, tell us at once. You are responsible for any unauthorized activity that takes place in your account until you notify us.

If you believe your security code password or token has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, call the Operations Department at (914) 368-9919.

Or write to:

The Westchester Bank
12 Water Street
White Plains, New York, 10601
Attn: Deposit Operations Department

BUSINESS DAYS

Account transfers and payments processed before 7:00 P.M. Monday - Friday, excluding holidays, will be posted to your account on the day of the transaction. Transfers of payments after 7:00 P.M. will be posted to your account on the next business day.

FEES

There are no monthly or transaction fees for the account information services and transfer service; we may, however, establish a schedule of service charges and fees for any transaction under this agreement at any time. Other fees, charges and penalties as described in an applicable Account Agreement may apply to the Online Banking Services under this agreement and will continue to apply; changes to those are governed by the specific account agreement and applicable law.

You agree to keep sufficient available balance in any one of the accounts to cover any transaction and any applicable fees (which include charges and penalties) under this agreement and any account agreement. You agree to promptly pay all fees (charges and penalties) under this agreement and any account agreement applicable to the transactions under this agreement and you authorize the deduction of these from any of your accounts without requiring your signature and without prior notice to you.

You are responsible for other fees, charges and penalties you may incur by using these Internet Banking Services as, for example, telephone charges and ISP charges.

We reserve the right, in our business judgment, to waive, reduce or reverse a fee under this agreement and any account agreement in individual situations.

If we must initiate any legal action to collect money owed us under this agreement, including any counterclaim, you agree to pay all costs incurred by us (as allowed by applicable law) for such action, including any reasonable attorney's fees.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant; or
- In order to comply with government agency or court order; or
- If you give us written permission; or
- Where otherwise permitted by law.

Cancellation/Termination

We may at any time cancel your access to any or all of the Banking Services without prior notice if there has been no Online Banking activity for a period of three (3) consecutive months, if there is an insufficient available balance in any one of your accounts to cover requested transactions and fees (including charges and penalties) under this agreement and any account agreement, or for any other reason. After cancellation due to insufficient available balance, the canceled service may be reinstated once a sufficient available balance is available in your account(s) to cover any fees (including charges and penalties) under this agreement and any account agreement and pending transfers or debits. To request reinstatement, call the Operations Department at (914) 368-9919.

The Westchester Bank may also at any time and without prior notice to you cancel this agreement. If this agreement is cancelled, your right to use the Online Banking Services shall immediately cease.

You may cancel this agreement at any time by giving at least five (5) business days prior written notice of termination to the address provided. If you cancel this agreement or terminate a transfer service, you authorize us to continue making transfers, and other transactions you have previously authorized until we have a reasonable opportunity to act upon your termination notice, unless you have previously stopped or canceled the transaction in accordance with this agreement. No matter when we acted on your notice, once we have acted we have no responsibility to make transfers or other transactions you may have previously authorized that may still be pending.

Prior to cancellation or termination, you will remain responsible for all transfers, or other transactions processed and for any associated fees (including charges and penalties) under this agreement and any account agreements.

DOCUMENTATION

1. Pre-authorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us at (914) 368-9919 to find out whether or not the deposit has been made.
2. Periodic statements. You will receive a monthly statement (unless there are no transfers in a particular month. In any case, you will receive the statement at least quarterly).

PRE-AUTHORIZED PAYMENTS

1. *Right to stop payment and procedure for doing so.* If you have told us in

advance to make regular payments out of your account, you can stop any of these payments. Here's how:

- a. Stop into any branch location, call us or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. 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. (Stop payment fee is per service charge schedule, which may be amended upon notice.)
2. *Notice of varying amounts.* If these regular payments may vary in amounts the person you are going to pay will tell you, 10 days before each payment will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
3. *Liability for failure to stop payment of pre-authorized transfer.* If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
4. *Financial institution's liability.* If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
 - a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - b. If the transfer would go over the credit limit on your overdraft line.
 - c. If the system was not working properly and you knew about the breakdown when you started the transfer.
 - d. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - e. There may be other exceptions stated in our agreement with you.

ERROR RESOLUTION NOTICE

1. Initial and annual error resolution notice. In case of errors or questions about your Online Banking and electronic transfers, telephone or write to us at the number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

2. Tell us your name and account number (if any).
3. 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.
4. 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 determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 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 credit your account. We will tell you the result within three 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.

***Note for Business Customers - You will not receive provisional credit in your account.**

1. Error resolution notice on periodic statements. In case of errors or questions about your Online Banking and electronic transfer, telephone us or write us at the telephone number or address listed in this disclosure as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.
2. Tell us your name and account number (if any).
3. 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
4. Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your 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.*

***Note for Business Customers - You will not receive provisional credit in your account.**

CHANGE IN TERMS

Should we change our Terms or Conditions affecting your Electronic Transfers, and if the change would result in increased fees or charges, increased liability, fewer types of available electronic fund transfers, or stricter limitations, we will notify you by mail at least 21 days prior to those changes. Notice need not be given where an Immediate change in Terms or Conditions is necessary to maintain, or restore the security of an electronic funds transfer system or account. If such a change is to be made permanent, we shall provide written notice to you within 30 days, unless disclosure would jeopardize the security of the system or account.

BILL PAY

This agreement states the additional terms and conditions that apply when you use our Bill Payment Service to perform bill payment functions using your personal computer.

By subscribing to or using the service to pay bills, you agree to the terms of this agreement. These terms and conditions are in addition to those that apply to any accounts you have with us. You must also follow all of our instructions and procedures applicable to the service covered by this agreement.

To activate the Bill Pay Service, you must have a Westchester Bank checking account and be enrolled in Online Banking.

Bill Pay Service. You may use your PC to direct us to make payments from your checking account to third parties ("Merchants") whom you have selected in advance to receive payments by means of the Bill Pay Service. We will make your payments by check drawn on your account, or by transfer through an Automated Clearing House Association ("ACH"). Payments will be identified on your checking account statement as either a check with a check number, or as an ACH debit. In addition you may:

- Schedule future payments; set up automatic recurring future payments; review, change and cancel payments; inquire about specific payments; and download account information to other software;
- Setup banking alerts and reminders that let you know, for example, when a CD matures, or when an account hits a certain balance;
- View transaction history.

Bill Pay Checking Account. When you apply for the Service, you must designate one of your checking accounts with us as your "Bill Pay Checking Account." All payments to Merchants can be made only from this account. You may not designate any account that requires more than one signature for withdrawals.

Designating Merchants. You must designate participating Merchants that you want to pay. Also, we have the right to refuse to allow you to designate any particular Merchants or class of Merchants. You must provide us sufficient information about a Merchant to permit us to properly direct a payment and permit the Merchant, upon receipt of a payment, to identify you as the payment source.

Payments. We will make payments from your "Bill Pay Checking Account" to the Merchants designated by you. You will designate the date the payment is to be made. This is the date the payment is to be received by the Merchant. In order for a Merchant to receive your payment by its due date, we must mail the payment up to five days prior to that date. Therefore, it is your responsibility to either set up or authorize a payment, as appropriate, far enough in advance so that the payment's mailing will be timely. You should allow at least 5 business days (8 days recommended) for this mailing period. We are not responsible for any losses, damages, or charges, including late payment charges or additional finance charges that a Merchant may impose as a result of receiving a late payment, unless we are at fault.

Limits on Bill Payments. You must have enough available money in the account from which you instruct us to make a payment on the date you wish to have the payment mailed.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers and payments you make:

- Where it is necessary for completing transaction; or
- In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant; or
- In order to comply with government agency or court order;
- If you give us written permission; or
- Where otherwise permitted by law.

Liability Limitations

The Bank and any agent that it utilizes to provide Online Banking will make good faith efforts to make all your payments properly. However, we and our agents will incur no liability if we or our agents are unable to complete any payments or transfers initiated via Online Banking because of any of the following circumstances:

- Your Primary Checking Account does not contain sufficient available funds to complete the payment or transfer, or the payment or transfer would exceed the credit limit of your Primary Checking Account's overdraft line, or the balance in any linked account.

- We and/or our agent's systems, your equipment, any software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you attempted to execute the transaction or, in the case of an automatic or recurring payment or transfer at the time such payment or transfer should have occurred.
- The Payee mishandles or delays posting a payment or refuses or is unable to accept a payment.
- You have not provided us with the correct names, addresses or account information for Payees.
- Your subscription to Online Banking has been terminated for any reason.
- If circumstances beyond our control including, but not limited to, systems failure, fire, flood or interference from an outside force, prevent the proper execution of the transaction.
- The transfer of your funds is restricted by legal processes or other restraints or holds on your accounts.
- Other exceptions stated in this Agreement or other Additional Agreements

Provided none of the circumstances described above are applicable, and subject to any other limitations described in this Agreement, if we or our agents cause an incorrect amount of funds to be removed from your Primary Checking Account or cause funds from your Primary Checking Account to be directed to an improper person, we shall be responsible for returning the improperly transferred funds to your Primary Checking Account and for directing payment to the proper Payees any previously misdirected payments or transfers.

Returned Items and Overdrafts

At our discretion we may not complete a bill payment for any of the reasons stated in this agreement as well as applicable provisions of any additional agreement (as, for example, any withdrawal limitation), including where there are insufficient or unavailable funds in your primary checking account to cover the transaction on the day the bill payment is to be made (electronic) or presented for payment (check).

Bill Payment - Scheduling and Other Obligations of User

You authorize The Westchester Bank to follow the payment instructions that it receives through the Online Bill Payment system (sending any other electronic communication to the Bank does not constitute a payment instruction). You must:

1. Accurately follow the product user instructions;
2. Schedule bill payments (payment transaction dates) at least five to eight Business Days before the due date, not including any grace period (a longer time period should be allowed for processing the first payment to any payee);
3. Provide correct payment amount, payee name and address, account number and other account information;

4. Maintain sufficient available funds in the Primary Checking Account on the payment transaction date requested.

When The Westchester Bank receives a payment instruction you authorize the Bank to charge and withdraw the amount of the payment from your primary checking account on dates scheduled by you and initiate payments on your behalf to payees designated by you. The Bank will make payments in one of two ways: either by mailing a check or sending an electronic (ACH) payment to the payee; the manner of payment that is chosen depends upon whether the Payee accepts electronic (ACH) payments. You authorize the Bank to make payments by electronic (ACH) or paper (check).

The date the Payee credits a payment depends upon the Payee's processing procedures. TWB will not be responsible for delays in crediting payments which are the result of your failure to follow a Payee's payment requirements, your failure to schedule a Date to initiate sufficiently in advance of the date a payment is due, delays in any mail services or other exceptions stated in this agreement.

Payment Deletion (Cancellation) For Non-Processed Payments

You may delete a current payment up to 1:00 p.m. EST at least one business day prior to the date to initiate or two business days if the date to initiate is a Saturday, Sunday or holiday.

Transfer Limitations

By law, no more than six (6) pre-authorized transfers of funds, of which no more than three (3) can be by check, are permitted from savings or money market accounts during a calendar month (or statement cycle). Pre-authorized transfers include transfers made between your Westchester Bank accounts via Online Banking. If these limits are exceeded, your savings or money market account will be subject to an excess activity charge and the Bank may also suspend transfer and withdrawal privileges on the account, convert the account to a transaction account or close the account. There is no restriction on the frequency of withdrawals (payments directly to you) or transfers of funds from the account to any other account belonging to you that are made by mail, messenger, use of an ATM or in person.

Miscellaneous

1. Business days are Monday through Friday, except holidays. There is also a business day cutoff time of 7:00 p.m. EST. Transactions performed after that time (or any time on a weekend or holiday) are treated as though they were performed on the next business day. Scheduled bill payment transactions that fall on Saturday, Sunday or Holiday will be performed on the prior business day.

2. Your periodic checking account statement will contain information about any bill payment transactions you have performed during that statement period.
3. You agree to comply with the requirements of any help screens or instructions.
4. You may not transfer or assign your rights under this agreement to any third party. The bank may assign or delegate, in part or whole, its rights and obligations under this Agreement to third parties without any notice to, or consent by, the end user.
5. This agreement, as it may be amended from time to time, supersedes all oral conversations, other communications, and previous agreements, if any, with regard to Online Banking and the services thereunder. The terms and conditions in this agreement are in addition to any additional agreement you have with us.

Changes

We may, in whole or in part, at any time alter, amend, restate or replace the term(s) and provision(s) of this agreement. In such event, we will send you notice to the extent required by applicable law.

Online Banking and the service(s) thereunder will be governed by the agreement as then changed. If you do not agree to any change, you may stop using any one of, or all, of the services and terminate the agreement.

Further, we may from time to time, revise or update Online Banking or any of its Services, browser, security and encryption levels, other security safeguards, and/or other related material and these changes may render prior versions obsolete. Consequently, the Bank reserves the right to terminate Online Banking and/or this agreement as to all such prior versions of Online Banking, or related material and limit access to the most recent version of Online Banking.

Your use of Online Banking after a change becomes effective, shall mean that you have agreed to be bound to the agreement as changed.

Termination or Discontinuation

1. You may discontinue Online Banking at any time, however, you must give us written notice 10 business days prior to the actual discontinuance date and your notice must be sent by writing to us at:

The Westchester Bank
12 Water Street
White Plains, New York 10601
Attn: Deposit Operations Department

2. We reserve the right to terminate this agreement and your use of Online Banking and any one or all of the services in whole or in part at any time, and for any reason, including, for example, extended periods of inactivity, non-payment of any required fee when due, if you do not comply with this agreement or any additional agreement or your deposit account is not maintained in good standing. Upon termination you will be responsible for making arrangements to pay any future or recurring payments. Neither termination nor discontinuation shall affect your liability or obligation under this agreement, or any additional agreement

Termination will occur 10 business days after the date we receive your notice of termination or 10 business days after we issue a termination notice. Items processed during this period will be governed by the terms of this agreement even if the process is completed after the effective date of termination. Since Online Banking cancellation requests take up to 10 days to process, you should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate Online Banking. We will not be liable for payments or transfers not canceled or payments or transfers made due to the lack of proper notification by you of Online Banking termination or discontinuance for any reason.

Request to Stop a Paper Check

You may place a stop payment on a paper check by logging in. Any stop placed earlier than 7:00 p.m. will be effective the same business day. Stop payment requests received by us after that time and on non-business days will not be effective until the next business day.

You may also place a stop on one of your paper checks written against your Bank checking account if you do so in person at your branch location or call the Operations Department at (914) 368-9919 during branch hours. Stop payment requests received by us after that time and on non-business days will not be effective until the next business day.

The bank must have a reasonable opportunity to act on a stop payment order and is not liable for checks already paid. Stop payments will remain in effect for six months unless renewed in accordance with the Personal Deposit Account Agreements and Disclosures. If the item is presented after six months it may be paid or dishonored at our discretion unless you have renewed the request. Your account will be charged for initiating a stop payment in accordance with the Bank's then current Fee Schedule.

MOBILE BANKING

The Westchester Bank ("We" or "Us") endeavors to provide you with the highest quality Mobile Internet banking available. This Agreement states our obligations

with respect to our Mobile Internet banking service (the “Service”). Our mobile banking service allows you to access your accounts over the Internet using your cell phone, smart phone or other mobile device with web browser access.

1. We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in internet availability. We will use diligent efforts to re- establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If We choose to discontinue the Service, We will provide you with reasonable notice in advance of that fact.
2. You are responsible for providing your own hardware and software to access the Service. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by “spyware” or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of the Service on all wireless devices. You are responsible for the charges of any wireless service provider while using the Service.
3. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.
4. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.
5. The accounts that you access using the Service are subject to the terms and conditions of the deposit agreement for those accounts and the terms and conditions for internet banking.

Please contact us at (914) 368-9919 with any questions you may have regarding the above information and disclaimers. Please check with your mobile provider for any text message charges that may apply. TWB cannot be held responsible for those costs that are associated with this service.

You may enroll in our mobile banking service by signing in and choosing the Mobile Settings option. By clicking on the “I agree” button under the Mobile Banking Agreement, you confirm that you have read this on-line banking agreement and that you agree to all its terms and conditions.

WIRE TRANSFER REQUESTS

Wire Transfer Requests submitted by the Customer are subject to the laws and regulations of the United States, including but not limited to the USA PATRIOT Act and the United States Treasury Department's Office of Foreign Assets Control ("OFAC") and/or laws of the State of New York. The Customer represents and warrants that is not on the OFAC's list of Specially Designated Nationals and Blocked Persons ("SDN List"), and that the Customer shall not engage in transfers to, from, or on behalf of, any party on the SDN List.

We provide security controls that provide for dual control of wire transfer submissions, whereby two Authorized Users are required in order to submit wire transfer requests, and further controls that require positive verification of wire transfer amounts by the second party prior to submission. The Customer agrees that these are commercially reasonable and acceptable security controls and the Customer further agrees to implement these controls for wire transfer submissions.

The Customer understands that the numbers assigned to banks and to the account of recipients are critical to the transfer function. If the Customer makes an error in providing such numbers, the error may cause the transfers to be made through the bank or account specified by the number, rather than the named bank or recipient. The Customer will be responsible for the full amount of the transfer in any such case.

The Customer may ask the Bank to amend or cancel requested transfers and the Bank will use its best efforts to honor such requests if they are received in a time and manner which gives the Bank a reasonable opportunity to act on the request before the transfer is completed. If the Customer asks the Bank to attempt recovery of funds that have already been transferred, the Bank shall be under no obligation to do so unless and until the Customer deposits with the Bank, or provides other assurance of payment satisfactory to the Bank, an amount determined in good faith by the Bank to approximate the costs and expenses, including attorney fees, which the Bank may incur in attempting to recover the funds. Upon such deposit or satisfactory assurance, the Bank will take such actions, as it deems reasonable to attempt recovery. In no event shall the Bank be deemed to guarantee or otherwise assure successful recovery of the funds in full or in part, nor to have accepted responsibility for any amount transferred before the Bank received and had reasonable time to act on a request to amend or cancel the transfer.

If the Customer requests a transfer of funds in any currency other than US Dollars, the Bank will convert the currency at the Bank's current exchange rate for the specified currency. If any funds are returned to the Customer in currency other than US Dollars, the Bank will convert the funds based on the Bank's exchange rate for that currency at the time of return. If the Bank does not have exchange rates for the currency involved, the Bank will use its best efforts to have the

currency converted promptly through reasonable commercial and/or banking channels, and the Customer will pay a reasonable fee to the Bank for such services. In no event shall the Bank be liable for any losses resulting from currency conversions effected by the Bank in good faith, within a reasonable time after receiving the funds for conversion.

The Customer shall indemnify the Bank against, and the Bank harmless from any and all claims, debts, demands, proceedings, losses, liabilities, damages, costs, charges, and expenses (including court costs and attorneys' fees), including indirect, consequential, special and punitive damages, directly or indirectly resulting from the failure of the Customer to comply with this Agreement, applicable laws, or that occur due to improper or lack of use of the available security controls. The Bank shall not be liable for interruption of communication facilities, errors in transmission, war, emergency conditions, acts of God or any similar or dissimilar causes beyond the reasonable control of the Bank. The Bank will not be obligated or responsible with respect to any act or failure to act by the Federal Reserve or any other third party. In no event shall the Bank be liable for any indirect, special, punitive or consequential damages, even if the Bank is advised of the possibility of such damages. If the Customer suffers any loss of interest resulting from the Bank's negligence or lack of good faith in performing the services in this agreement, the Bank will reimburse the Customer for such loss to the extent provided herein, provided that the Customer has complied with the terms and conditions of this agreement. Such compensation will be limited to the interest lost for a period not exceeding thirty days from the date of the transfer.

The Customer shall pay all charges, which the Bank may impose, for such transfers and for following related instructions. The Customer shall also reimburse the Bank for any expenses incurred by the Bank in carrying out the instructions or requests of the Customer, pursuant to this agreement.

ERRORS OR QUESTIONS

In case of errors or questions about your Bill Payment Service: (1) call the bank at (914) 368-9919; or (2) write to us at:

The Westchester Bank
12 Water Street
White Plains, NY, 10601
Attn: Deposit Operations Department