



AGREEMENT FOR ELECTRONIC DELIVERY

BY ACCEPTING THE TERMS OF THIS AGREEMENT FOR ELECTRONIC DELIVERY AND OTHER NOTICES (“AGREEMENT”) YOU AGREE TO RECEIVE DISCLOSURES AND OTHER INFORMATION ABOUT THE ACCOUNTS AND SERVICES OFFERED BY DIME COMMUNITY BANK ELECTRONICALLY. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY RECEIVE REQUIRED DISCLOSURES AND AGREEMENTS, ESTABLISH DEPOSIT ACCOUNTS, AGREE TO UTILIZE VARIOUS SERVICES AFFECTING SUCH ACCOUNTS, AND RECEIVE AND/OR AGREE TO AN AMENDMENT OF ANY OF THESE DOCUMENTS ELECTRONICALLY. YOU MUST CONSENT TO RECEIVE THE DISCLOSURES AND AGREEMENTS ELECTRONICALLY, PROVIDE ELECTRONIC SIGNATURES AS MAY BE REQUIRED, AND HAVE THE ABILITY TO RECEIVE, PRINT AND/OR SAVE THE ELECTRONIC VERSIONS OF THEM, AS EXPLAINED BELOW.

Definitions

This Agreement sets forth the terms and conditions under which you may elect to receive the periodic statement, legal notices and other communications for your enrolled Eligible Accounts (as defined below) electronically instead of in paper form. The words “Customer”, “you” and “your” refer to the client who agrees below to the terms and conditions of Agreement. The words “Bank”, “we”, “us” and “our” refer to Dime Community Bank. “eStatement” means the service by which periodic statements, legal notices and other communications for eligible accounts are delivered electronically instead of in paper form. “Business Day” means any day that is not a Saturday, Sunday or banking holiday. All words used in, but not defined in, this Agreement shall have the meanings ascribed to them in your *Consumer Terms and Conditions*.

Scope of Agreement

This Agreement establishes the terms and conditions of the Service through the websites maintained by the Bank from time to time (the “Sites”). By providing your consent and agreement to this Agreement, as provided below, you agree to receive all disclosures and agreements presented to you during any application you make for an account or service with Dime at any Sites. You agree that this Agreement provides the terms and conditions under which you may receive required disclosures and agreements in connection with: (i) opening Eligible Accounts; (ii) utilizing various services affecting your Eligible Accounts that require separate enrollment; (iii) receiving and/or agreeing to an amendment of any documents provided to you electronically; and (iv) enrolling in the eStatement service.

Eligible Accounts

All consumer deposit accounts including checking, savings, insured money market, and certificate of deposit (“CD”), available to be opened electronically (each, an “Eligible Account”) as offered on the Site which may change from time to time. All consumer deposit accounts, and loans/lines serviced by Dime that receive a periodic statement can be enrolled in eStatements (e.g., CD accounts do not receive statements). In addition, we reserve the right to provide information and notices about any Eligible Account to you by non-electronic (i.e., paper) means.

Enrollment for eStatements

You may enroll in the eStatement service during account opening on the Site, or subsequently by completing a Secure form while logged into the Online Banking Site. As with periodic statements in paper form, each authorized signer can enroll in eStatements. When any authorized signer enrolls an account in the Service, a paper version of periodic statements will no longer be issued for their account(s). The transfer to electronic delivery will be effective beginning with the next periodic statement once we have had a reasonable time to act.

Delivery of eStatements

We will send you a notice informing you that the periodic statement, legal notices or other communications for your enrolled Eligible Account(s) is available for you to access and/or download (“eStatement Notice”) to the electronic mail (e-mail) address on file for you, and which you may change from time to time. You understand and agree that we shall issue an eStatement Notice to the e-mail address in our file that you have designated for this purpose and will not use any alternative e-mail address, even if we may have one in our files for you. You agree further agree that if we send an e-mail message to you that is returned as undeliverable or for any other reason, we may continue to send eStatement Notices to this e-mail address and this will satisfy our obligations to provide you with periodic statements and other notices. Provided we have an e-mail address for them, all joint account owners will receive such delivery notices. It is your responsibility to notify us if your e-mail address changes or if you can’t retrieve your eStatements. You can change your email address while logged into online banking or in person at one of our branches.

Accessing and Retaining eStatements and Other Notices

Your periodic statement, along with any related legal notices and other communications, will be made available to you through the online banking Site in portable document format (“PDF”). You will hereby acknowledge and agree that you possess Adobe Acrobat Reader (or similar compatible technology) that enables you to view, print, and/or save these PDF documents. You further understand and agree that we reserve the right to require you to obtain a different type of technology from time to time. Your periodic statement for the current month and up to seventeen prior months will be available to you online.

Unenrollment from eStatements and Other Notices

Any joint owner can unenroll your Eligible Accounts from the eStatement service at any time by:

- 1) completing a Secure Form while logged into online banking
- 2) calling Dime Support at 1-800-321 DIME (3863) and ask to speak with a customer service representative
- 3) visiting your branch

The delivery of your periodic statement by regular mail will commence beginning with the next periodic statement after we have had a reasonable time to make the change.

In addition, you understand and agree that any joint owner may re-enroll the account after unenrollment.

Amendment to Agreement

The terms and conditions of this Agreement constitutes the agreement by you to use the services described herein and may be modified or amended by us from time to time. Unless otherwise required by applicable law or regulation, we may amend this Agreement without prior notice to you. If we choose to notify you of an amendment or are required to do so by law, we may ask you to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to you at the e-mail address we have on file for you. Your continued use of the Sites and/or eStatement service following any such notice of a change shall constitute the confirmation of your agreement to it.

Miscellaneous

If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be invalidated or otherwise affected. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement represents the sole and exclusive agreement between you and us regarding the services at the Site to which it applies and merges and supersedes all previous and contemporaneous written or oral agreements regarding the subject matter hereof. You may not assign or transfer this Agreement to any other party.

Consent and Acceptance of the Agreement

Information Provided Electronically. In order to use the services offered at the Sites, including but not limited to the eStatement service, you must consent electronically to receive and accept the terms and conditions of this Agreement and amendments to it.

Required Equipment. In order to use the service and to view and retain a copy of the terms and conditions contained in the Agreement, you must have a computer equipped with at least: a browser with 256-bit SSL encryption; Adobe Acrobat or similar software to open and read PDF files; and either a printer or a disk drive or other storage device. You can also obtain a printed copy of this Agreement by calling 1-800-321 DIME (3863) at no charge.

Agreement to Terms and Conditions. By submitting a Secure form while logged into online banking containing the code below, you acknowledge and agree: (1) that you have the equipment and software that satisfies the above requirements; and (2) are able to receive disclosures, agreements, periodic statements and other notice about you accounts, including this Agreement and any amendments to them; and (3) that you have obtained, read and understand an electronic copy of this Agreement and agree to be bound by all the terms and conditions contained therein.

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