



Terms and Conditions of your Account

By subscribing to or using BankPurely®, a Division of Flushing Bank, you agree to the terms of this Agreement. Please read this Agreement carefully and print a copy for your records. In this Agreement, "you" or "your" refers to the person(s) subscribing to or using BankPurely®, a division of Flushing Bank or anyone else with the authority to deposit, withdraw or exercise control over funds in an account, and "we", "us" or "our" refers to BankPurely®, a Division of Flushing Bank.

Important information about procedures for opening a new account

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Agreement

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules, which control your account(s) with us. Please read this carefully. If you sign the e-signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances and fees if they are not included in this document. If you have any questions, please call or email us.

This Agreement is subject to applicable federal laws and, to the extent not preempted, the applicable laws of the state of New York (except to the extent that this Agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- Summarize some laws that apply to common transactions;
- Establish rules to cover transactions or events which the law does not regulate;
- Establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- Give you the disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.



Electronic Communications

Certain laws require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this disclosure and obtain your consent to receive it electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. At times, we may still present you with paper disclosures, but as a basic proposition we need to know that you are willing to receive disclosures and other information electronically that otherwise must be provided on paper and that you have the hardware and software needed for access to this information.

After you consent to this disclosure, you will:

- Have the right or option to have the information provided or made available on paper
- Have the right to withdraw consent to receive the information electronically
- After your consent, you may request, in writing, a paper copy of your disclosure at no charge to you

The procedure used to withdraw consent applies to all of your transactions or services during your relationship with the bank:

- Subject to applicable law, you may withdraw your consent to the electronic communications by calling the appropriate toll-free customer service phone number
- Your withdrawal of consent is effective only after you have communicated your withdrawal to us by calling the appropriate customer service number and we have had a reasonable period of time to act upon your withdrawal.
- You will not be charged a fee for withdrawal of your consent including withdrawal of your consent should the bank change its hardware or software requirements

Hardware and Software Requirements

While you may be able to access and retain the electronic disclosures using other hardware and software, your personal computer needs to support the following requirements:

- Access to the internet and an Internet browser which supports HTML 4.0 and 128bit encryption and JavaScript
- You will need the latest version of Netscape Navigator or Microsoft Internet Explorer, along with an additional security download from Microsoft (Service Pack 2) to ensure a maximum (128-Bit) encryption.
- For communications provided in PDF format, Adobe Acrobat Reader 6.0 or later versions is required



Privacy

As a part of signing up with BankPurely[®], you will be asked to provide us information that will help us better serve your needs. No information is sold to third parties by BankPurely[®], or provided to any business that is not a partner of BankPurely[®] or has been contracted by BankPurely[®] to provide services relating to this Agreement. For more information read our full [privacy policy agreement](#).

Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms and conditions of this Agreement and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request not covered by this Agreement.

Each of you also agrees to be jointly and individually liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to your account. This liability is due immediately, and can be deducted directly from the account balance whenever the sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees.

Deposits

Deposits may be made in several ways: 1) direct deposit (instructing a third party that makes periodic payments to you to deposit directly into your account); 2) calling us or using our website to electronically transfer funds from another account or 3) mailing us a check. Cash deposits are not permitted. It is your responsibility to insure that your deposit reaches us; and you inform us of the account to be credited. Otherwise, BankPurely[®] will not be responsible for any loss that results. Any transaction that you conduct on Saturday, Sunday, a Federal holiday, or other days on which we are closed will be handled the following business day.

We may limit, refuse or return all or any part of a deposit without prior notice to you. We may return checks or cash that we receive for deposit into your account if we decide not to accept them. If a check or other deposit is returned to us unpaid or is otherwise charged back to us, we will deduct the amount of the check/deposit from your account. Funds will be available according to our funds availability schedule. You can only use available funds to make a payment.

Withdrawals

Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card or e-signature card may withdraw or



transfer all or any part of the available, unrestricted account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card or e-signature card to endorse any item payable to you or your order of deposit to this account or any other transaction with us. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. If you were to physically write a paper check against your e-checking account, we may refuse to pay that check. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. Funds will be available for withdrawal as set forth below under "Funds Availability Policy".

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulations D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

Ownership of Account and Beneficiary Designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or the effect of ownership and beneficiary designations, except as they determine to whom we pay the account funds. Individual Account - is an account in the name of one person.

Joint Account - is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by one owner. We may honor withdrawal requests from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request of an owner, we will not be liable for doing so. After we receive such a notice, we may require written authorizations of any or all joint owners for further payments or deliveries.

Telephone Transfers

A telephone transfer from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings and money market savings account to another account to a maximum of



six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

Amendments and Termination

We may change any term of this Agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender the account balance to you by mail. Notice from us to any one of you is notice to all of you.

E-Statements

We will provide you with an e-statement monthly. Your e-statement will be available to you on www.bankpurely.com. You must examine your e-statement of account with "reasonable care and promptness". If you discover (or reasonably should have discovered) any unauthorized transactions, you must promptly notify us of the relevant facts. For further information, please refer to the Error Resolution Notice below.

Setoff

You agree that we may (when permitted by law) set off the funds in this account against any due and payable debt you owe us or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of offset does not apply to this account if : (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) social security or supplemental security income payments are deposited into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. You agree to hold us harmless from any claim arising as a result of our exercise of our right to setoff.

Notice of Negative Information

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer-reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement. After providing this notice, additional negative information may be



submitted without providing another notice. We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Electronic Fund Transfers Your Rights and Responsibilities

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Funds Transfers Initiated By Third Parties

You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be onetime occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank account information (whether on the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers.

Online Banking Computer Transfers - types of transfers and charges

You may access your account(s) by computer through the internet by logging onto our website at www.bankpurely.com and using your User Name and password, to:

- transfer funds between statement savings accounts, transfer funds between money market savings accounts
- get information about:
- the account balance of statement savings accounts, money market savings accounts and certificates of deposit
- available account balance of statement savings accounts, money market savings accounts and certificates of deposit
- deposits to checking, money market savings and statement savings accounts
- withdrawals from checking, money market savings and statement savings accounts
- ATM and Point of Sale transactions



Hours of Accessibility

You can access your account(s) through www.bankpurely.com seven days a week, 24 hours a day. However, at certain times, some or all of BankPurely's iGObanking® Online Banking may not be available due to system maintenance or other factors. During these times, you may opt to call the telephone banking facility to conduct your transactions. If a request to transfer funds through BankPurely's iGObanking® Online Banking is completed before 10:00 PM on a Business Day, the transfer will be posted to your Account the same day. If a request to transfer funds is completed after 10:00PM on a Business Day or on a non-Business Day, the transfer will post to your Account the next Business Day.

Telephone Transfers - types of transfers, frequency and dollar limitations

You may access your account by telephone 24/7 by calling 1.844.8.PURELY using your social security number, and your PIN to get information about:

- the last amount of your deposits to checking/savings/money market savings/ CD account(s)
- the last amount of withdrawals from checking/savings/money market savings/CD account(s)
- to transfer funds between your checking, money market savings and savings accounts

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

Limitations on frequency of transfers

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a Statement Savings account to another account or to a third parties by preauthorized, automatic, telephone, or computer transfer are limited to six (6) per month.

Fees

Except as indicated elsewhere, we do not charge for these electronic funds transfers.

ATM Transactions - Types of transfers, dollar limitations, and charges

You may access your account(s) by ATM using your BankPurely® Debit Card (available to checking account holders only) ATM Card and personal identification number to:

- get cash withdrawals from checking, savings and money market savings accounts using your debit card you may withdraw no more than \$1000.00 per business day per card



- using your ATM card you may withdraw no more than \$1000.00 per business day per card
- transfer funds from checking, money market savings or savings to checking, money market savings or savings account(s)
- get information about: the account balance of your checking, money market savings and savings account (There will be a charge per inquiry at ATMs that are not part of the Allpoint™ Network)

Types of BankPurely® Debit Card Point-of-Sale Transactions

You may access your checking account to purchase goods, pay for services, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar and frequency limitations

Using your card:

- you may not exceed \$1,500.00 in transactions per day
- the number of transactions per business day per card are unlimited up to the maximum dollar amount

Only owners of a CheckingPurely account are eligible to become a BankPurely® Debit cardholder.

Card and Pin Security

To reduce the chance that a lost or stolen Card will be used by someone else, you agree not to write your PIN on the Card or to keep them in the same place. If you try to use a Card which has been reported lost or stolen, the ATM may capture (i.e. retain) your Card. If it does so, the Bank will not be liable to you for your failure to complete the attempted transaction.

ATM Unavailability

Should an ATM be unavailable at any time due to malfunction, repair, servicing, or any other reason, the Bank will not be liable to you for your failure to complete the attempted transaction.

Currency Conversion

When you use your Debit Card at a merchant that settles in currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a



rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Advisory Against Illegal Use

You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

ATM Operator/Network Fees

You have surcharge free access to your account at over 55,000 ATMS in all 50 states through our partnership with the Allpoint™ Network. When you use an ATM not in the network you may be charged a fee by the ATM operator or any network used. (You will be charged a fee for a balance inquiry even if you do not complete a funds transfer).

Documentation

- Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may or may not get a receipt if the amount of the transfer is \$15 or less, depending on the law of the state in which the transaction is conducted.
- Periodic Statements - You will get a monthly account statement for your CheckingPurely, SavingPurely, PurelyMoneyMarket account and PurelyCD account.

Preauthorized Payments

- 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 is how:

Call or write us at the telephone number or address listed below 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 require you to put your request in writing and get it to us within 14 days of your call.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person 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 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.)
- **Liability for failure to stop payment of preauthorized 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.



Financial Institution Liability

Liability for failure to make transfers.

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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreements with you.

Confidentiality

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 a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- as explained in the separate Privacy Disclosure.

Unauthorized Transfers

(a) Consumer liability

- Generally. Tell us AT ONCE if you believe your 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. If you tell us within 2 business days, you can lose no more than \$50 if someone used your password without your permission. (If you believe your password has been lost or stolen, and you tell us within 2 business days after you learn of the loss of theft, you can lose no more than \$50 if someone used your password without your permission.)

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your e-statement shows transfers, including those by card that you did not make, tell us at once. If you do not tell us within 60 days after the eStatement was made available 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 a hospital stay) kept you from telling us, we may extend the time periods.

Additional Limits on Liability for Debit Card when used for point of sale transactions

You will not be liable for any unauthorized transactions using your Debit Card when used for point-of-sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard.

(b) Contact in event of unauthorized transfer. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, e-mail, call or write us at the telephone number or address listed in this Agreement.

Error Resolution Notice

In case of errors or questions about your electronic transfers, email, call or write us at the telephone number or address listed in this Agreement, as soon as you can, if you think your e-statement or receipt is incorrect or if you need more information about a transfer listed on your e-statement or receipt. We must hear from you no later than 60 days after we send the FIRST e-statement on which the problem or error appeared.

- Tell us your name and account number
- Describe the error or 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.
- 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 (20 business days if the transfer involved a new account) after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign-initiated transfer) to investigate your



complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was not error, we will send you a written explanation.

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

BankPurely
P.O. Box 9000
East Meadow, NY 11554
Attention: BankPurely® claims

CheckingPurely Account

Account Description- The CheckingPurely account is an interest bearing checkless checking account.

Rate Information - Your interest rate and annual percentage yield may change. This is a variable rate account. Our account rates are available at www.bankpurely.com/rates

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account monthly.

Effect of closing an account - If you close your account before interest is credited; you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$1.00 to open this account.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the day you deposit noncash items.



For transaction account holders-This account consists of a checking sub account and a savings sub account. The bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your Account is a type on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The saving sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you earn, FDIC insurance protection, or your monthly statement.

Fees may reduce earnings. Please refer to our fee schedule for additional information about charges.

SavingPurely

Rate Information - Your interest rate and annual percentage yield may change. This is a variable rate account. Our account rates are available at www.bankpurely.com/rates

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account monthly.

Effect of closing an account - If you close your account before interest is credited; you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$1.00 to open this account.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the day you deposit noncash items.

Transaction Limitations- Transfers from statement savings account to another account or third parties by preauthorized, automatic, telephone, or computer transfers are limited to six per month.

Fees may reduce earnings. Please refer to our fee schedule for additional information about charges.



PurelyMoneyMarket™

Rate Information - Your interest rate and annual percentage yield will vary with the account balance and be subject to change at our discretion at any time without notice. This is a variable rate account. Our account rates are available at bankpurely.com/rates.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every day. Interest will be credited to your account monthly.

Effect of closing an account - If you close your account before interest is credited; you will not receive the accrued interest.

Minimum balance to open the account - You must deposit a minimum of \$25,000 to open this account and to receive the preferred rate on your money market account.

Maximum Balance- The maximum balance for this account is \$500,000.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the day you deposit noncash items.

Transaction Limitations- Transfers from statement money market account to another account or third parties by preauthorized, automatic, telephone, or computer transfers are limited to six per month.

Fees may reduce earnings. Please refer to our fee schedule for additional information about charges.

PurelyCD™

Rate Information - Our account rates are available at bankpurely.com/rates.

Compounding Frequency - Interest will be compounded every day.

Crediting Frequency - Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited; you will not receive the accrued interest.



Minimum balance to open the account - You must deposit \$1000.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$1000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on non-cash deposits - Interest begins to accrue on the day you deposit noncash items.

Transaction Limitations:

You may not make deposits into your account before maturity. You can only withdraw interest credited to your account before maturity without penalty. You can withdraw interest anytime during the term of the certificate of deposit after it is credited to your account. IRS rules and regulations apply to all Individual Retirement Accounts.

**Early withdrawal penalties (a penalty may be imposed for withdrawals before maturity).
Penalty may reduce principal.**

- If your account has an original maturity of three months to less than one year: The fee we may impose will equal three months simple interest on the amount withdrawn subject to penalty.
- If your account has an original maturity between one year and less than three years: The fee we may impose will equal six months simple interest on the amount withdrawn subject to penalty.
- If your account has an original maturity between three years and less than seven years: The fee we may impose will equal one-year simple interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of seven years or greater: The fee we may impose will equal the loss of either all interest earned on the amount withdrawn or half the interest amount that would have been earned on the amount withdrawn during the entire term of the certificate, whichever is greater.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.



Automatically renewable time account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within any grace period mentioned below) or we receive written notice from you within any grace period mentioned below. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will continue to accrue after the final maturity for up to seven calendar days. The interest rate will be the prevailing renewal rate in effect immediately at maturity. Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the prevailing renewal rate on the maturity date, which has the same term and minimum balance (if any) as the original time deposit. You will have seven calendar days after maturity to withdraw the funds without a penalty.

Common Features

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

Fees may reduce earnings. Please refer to our fee schedule for additional information about charges.

Funds Availability Policy

Your Ability to Withdraw Funds

This policy statement applies to savings and checking accounts. Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and, for transaction accounts; we will not use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

Determining The Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. The length of the delay varies depending on the type of deposit and is explained below.



Transaction Accounts

Same Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next Day Availability

Funds from checks drawn on Flushing Bank are available on the first business day after the day of your deposit. Funds from deposit of domestic wire transfers and ACH (automatic clearing house) transactions will be available on the first business day after the day of your deposit.

International wire transfers will not be accepted.

Your deposit of cashier's, certified, teller's, federal, state and local government checks will be available on the first business day after the day of your deposit. Any other check deposit will be available according to the provision below entitled "Other Check Items." **U.S. Treasury Checks are not accepted.** We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our 3:00pm "daily cutoff time" on a business day we are open as if initiated on the following business day that we are open.

Other Check Items

Our policy is to make funds from other checks available as follows:

The first \$200 from a deposit of checks that are subject to Second-Day Availability will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.
- We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit.



- If you have any questions on Funds Availability please contact the BankPurely Solutions Center at 1.844.878.7359, or email us at customerservice@bankpurely.com

Time Accounts

Our policy for time accounts is to delay the availability of funds as follows:

- Checks drawn on an institution located in the same city as you made your deposit will be available for cash withdrawal and to pay checks you have written to others on the fourth business day after the day of deposit if we use the same clearing facility as the institution the check is drawn on.
- Checks drawn on an institution located in the State of New York but to which paragraph 1 above does not apply will be available for cash withdrawal on the 3rd business day after the deposit.
- Checks drawn on an institution located out of the state of New York will be available for cash withdrawal on the ninth business day after the day of deposit.
- Funds from the deposit of checks in the amount of \$100 or less, checks drawn on Flushing Bank or one of our New York Branches, and State of New York and local government checks payable to you are available for cash withdrawal on the second business day after the day of deposit.

If you have any questions on Funds Availability please contact BankPurely Customer Service at 844.878.7359, or email us at customerservice@bankpurely.com.

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