



## Introduction

The BankPurely Online Banking Agreement (“Agreement”) between BankPurely™, powered by iGObanking.com®, a division of Flushing Bank®, and you governs your use of BankPurely Online Banking Services for accessing your Accounts, banking and other financial services as described herein and contains the terms conditions for use of such Services. By e-signing the application, you agree, as our customer, to be bound by the terms hereof and such other terms and conditions as shall be imposed from time to time by BankPurely on notice to you, as provided herein. In addition, by using the Services, you agree to abide by the terms and conditions of this Agreement. Any reference to a time in this Agreement (e.g. 10:00 p.m.) shall be to Eastern Standard Time.

## 1. Meaning of Certain Words

In this Agreement, the following terms have the meanings described herein:

**Account:** A bank account or Deposit Account, you have or may have at BankPurely that you have designated for access under the Services and which is an Eligible Account. Each of your Accounts at BankPurely are also governed by the applicable Account Disclosure Statement.

**Account Disclosure Statement:** BankPurely standard terms and conditions that apply to the applicable Account.

**Agreement:** This Agreement, all supplements hereto and all other agreements referred to herein or incorporated by reference herein.

**Available Balance:** Balance in an Account after crediting only those deposits that have been collected and made available to you by BankPurely.

**Bank, We, Us:** BankPurely™, powered by iGObanking.com®, a division of Flushing Bank®

**Business Day:** Any day other than a Saturday, Sunday or a Federal Holiday.

**Deposit Account:** An account that you have designated for access to BankPurely Online Banking Services which is an Eligible Account.

**Eligible Account:** Any statement savings or certificate of deposit account to which we allow access to the BankPurely Online Banking Services.

**BankPurely Business Address:** The address listed under BankPurely Contact Information or such other address that BankPurely shall designate from time to time.

**BankPurely Online Banking:** Utilization of the Services under this Agreement to conduct online banking transaction(s) through the BankPurely website by means of the use of a computer, Web Browser, User Name and Password.

**BankPurely Online Banking Services:** The Services described herein that are provided to approved BankPurely customers under this Agreement to enable such customers to conduct the banking transactions described herein through the BankPurely Website.

**BankPurely Telephone Number:** The telephone number that BankPurely shall designate from time to time.

**BankPurely Website:** The website established BankPurely™, powered by iGObanking.com®, a division of Flushing Bank®, on the Internet having the URL address indicated under BankPurely Contact Information.

**Password/Pin Code:** The personal identification code that has been selected by you to use in accessing your Accounts through BankPurely Online Banking (and any change to that password that you have made). You must have the password/pin code to conduct BankPurely Online Banking transactions.

**Services:** The BankPurely Online Banking Services and other services available hereunder.

**Statement Account:** A savings account for which transaction activity is reported to the account holder on a periodic statement.

**Statement Balance:** The balance in an Account after crediting all deposits (including deposits that have not yet been collected by BankPurely) and deducting all withdrawals.

**URL:** Uniform Resource Locator. The URL is address used to define the location of a resource on the Internet.

**User Name:** The user name or number assigned to you by BankPurely that will allow you to access your Accounts using BankPurely Online Banking. This User Name can be changed after initial login to BankPurely Online Banking.

**Web Browser:** The versions of the commercially available application programs that have been approved by BankPurely for use with BankPurely Online Banking to look at and interact with all the information on the Internet and the World Wide Web, including the information contained on the BankPurely Website. Web Browsers use the Hypertext Transfer Protocol to make request of Web Servers throughout the Internet on behalf of the browser user.

**You and Your:** Each person who is authorized to have access to your Account(s) through BankPurely Online Banking in accordance with the terms of this Agreement.

## 2. Types of Available Transfers and Services

You may use BankPurely Online Banking Services to do the following:

- **Balance Inquiries:** Inquire as to the balance, including the Available Balance, in your Account and obtain Account activity information for your Accounts. You can obtain balance and recent transaction history (up to 180 days) on all Accounts that are enrolled in BankPurely Online Banking. Account balance and transaction history reflects activity through the close of the previous Business Day.
- **Transfer Funds:** Transfer funds between your qualifying BankPurely Accounts on either a one-time or a recurring basis (subject to the legal restrictions).
- **eStatements:** You must be a BankPurely Online Banking user in order to receive eStatements. You will receive a monthly eStatement showing all account activity. You will receive an e-mail notification when your statement is available for reviewing through our BankPurely Online Banking session. Access to these eStatements will be password protected via your BankPurely sign-on for your security and protection.
- **New Services:** BankPurely may, from time to time, introduce new BankPurely Online Banking Services. Such services generally will be made available to you and utilization of these new services constitutes agreement to be bound to new conditions required by BankPurely with respect to those services.

## 3. Certain Account Transfer Restrictions

Transfers of funds from Accounts are subject to the restrictions contained in the applicable Account Disclosure Statement. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

## 4. Requirements

To access your Account(s) through BankPurely Online Banking, you must have an Eligible Account and a Password. In addition, you must have the required software.

## 5. Hours of Accessibility

You can access your Account(s) through BankPurely Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of BankPurely 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 Online Banking is completed before 10:00 p.m. on a Business Day, the transfer will be posted to your Account that 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.

## 6. Your Password

- 6.1 Your Password acts as your signature. You can change your Password at any time for your protection. You should memorize your Password and not keep any notation of your Password on or with your computer.
- 6.2 **YOU AGREE NOT TO ALLOW ANOTHER PERSON TO USE YOUR PASSWORD AND NOT TO GIVE YOUR ACCOUNT NUMBER(S) OR PASSWORD TO ANYONE.** If you do you will be responsible for any money withdrawn or transferred from your Account(s) when such person uses your Password.
- 6.3 You agree that if your Password is lost, misplaced or stolen, or if you believe that someone has transferred or may transfer money from your Account(s) without your permission, you must notify BankPurely at once by emailing or calling BankPurely customer support at the number listed in the BankPurely online Agreement. In addition, you must follow up your email or call by writing to us within ten (10) days at the address listed in the BankPurely online Agreement.
- 6.4 For your protection, we are asking that you change your online Password regularly and require you to change it every 180 days.
- 6.5 Your role is extremely important in the prevention of any wrongful use of your Account(s). You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately e-mail or call BankPurely customer support.
- 6.6 In addition to protecting your Password and Account information, you should take precautions with your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your Account(s) may allow unauthorized access to your Account(s). It is your responsibility to protect personal information with the same level of care that you protect your Password and Account information.
- 6.7 Touch ID<sup>®</sup> allows you to use your fingerprint to log in securely instead of entering your username and password on iPhone<sup>®</sup> versions 5s and higher. If you enable Touch ID within the iGObanking Mobile app, every person with an enrolled fingerprint on your enabled device will have access to your account. It is your responsibility to review the enrolled fingerprints to make sure that each person is authorized to access Mobile Banking or to delete any enrolled fingerprint of any person you do not want to have access to your account.

## 7. Electronic Funds Transfers

### Electronic Funds Transfers Initiated By Third Parties

You may authorize a third party to initiate electronic funds transfers between your Account(s) 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. 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.

### **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/money market 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.

**Telephone Transfers - types of transfers, frequency and dollar limitations** - You may access your Account by telephone 24/7 on **844.8.PURELY** using your Account number, your PIN, and your social security number to get information about:

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

### **Documentation**

Periodic Statements - You will get a monthly account eStatement for your SavingPurely account and CheckingPurely 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 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**

#### **Consumer liability**

Tell us AT ONCE if you believe your online 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 online Password without your permission. (If you believe your online 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 online Password without your permission.)

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

Also, if your eStatement shows transfers 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.

**Contact in event of unauthorized transfer.** If you believe your online Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write us at the telephone number or address listed below.

### **Error Resolution Notice**

**In case of errors or questions about your electronic transfers** call or write us at the telephone number or address listed below, as soon as you can, if you think your eStatement is incorrect or if you need more information about a transfer listed on your eStatement. We must hear from you no later than 60 days after we send the first eStatement 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) 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  
c/o iGObanking  
P.O. Box 9000  
East Meadow, NY 11554  
Attention: BankPurely claims**

## **8. Liability for Unauthorized Transfers and Advisability of Prompt Reporting**

Please tell us AT ONCE if you believe your BankPurely Account number or your Password has been lost or stolen. Notifying us by e-mail or telephone as soon as possible is the best way of limiting your losses. You could lose all of the funds in your Account(s).

- 8.1 If your Account statement shows transfers or other transactions that you did not make, notify us at once. If you receive an Account statement showing an iGObanking® Online Banking transaction that you did not make and you do not tell us within (60) days after the paper or online statement was sent to you, you may not get back any money you lost after the 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 extended travel or hospitalization, we may extend the time periods.
- 8.2 If you believe that someone has made or may make an BankPurely Online Banking transaction to or from your Account(s) without your permission, e-mail or call the BankPurely Telephone Number or write BankPurely Online Banking customer support at the BankPurely Business Address.
- 8.3 If your Password has been compromised and you tell us within two (2) Business Days after you learn of the loss or theft, the most you can lose is \$50. If you do NOT notify us within two (2) Business Days after learning of the loss or theft, and we could have stopped the perpetrator from using your Password, you could lose as much as \$500.

## **9. Flushing Bank's Liability for Failure to Make BankPurely Online Banking Transactions**

If we do not complete an BankPurely Online Banking transaction on time or in the correct amount according to this Agreement, we will be liable for your actual and proven losses or damages caused by such failure but not for any special or consequential damages, unless required by applicable law. However, there are some exceptions. We will not be liable, for instance:

- a) If your computer malfunctions;
- b) If the Web Browser or the processing center of BankPurely or its agent that is used for BankPurely Online Banking is not working properly and you knew or were advised by BankPurely or its agent about this when you made the BankPurely Online Banking transaction;
- c) If circumstances beyond our control (such as fire, flood, computer failure, interference from an outside force, or improper transmission or handling of payments by a third party) prevent the iGObanking® Online Banking transaction from being properly made or completed despite reasonable precautions taken by us;
- d) If your Password or BankPurely Online Banking Account number has been reported lost or stolen or we have reason to believe that the BankPurely Online Banking transaction is unauthorized;



- e) If your BankPurely Online Banking Account or BankPurely Online Banking privileges have been suspended;
- f) If there are other exceptions stated in the Account Disclosure Statement or other agreements between you and BankPurely;
- g) If the transaction would create an overdraft in your Account;
- h) If there is a dispute about the Account, or BankPurely has been ordered to pay to, or hold for, someone else the money in your Account;
- i) If the funds in your Account are subject to legal process or other encumbrances restricting such transfer;
- j) If a legal order directs us to prohibit withdrawals from the Account;
- k) If your Account is closed or if it has been frozen;
- l) If you, or anyone you allow, commits any fraud or violates any law or regulation;
- m) If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly;
- n) If you have not properly followed the instructions for using BankPurely Online Banking.

## **10. Limitations on Frequency of Transfers and Dollar Amount**

You may use BankPurely Online Banking as often as you want. Any BankPurely Online Banking transfer made from an Eligible Account must not exceed your Available Balance in the Account on the day the transfer is made.

## **11. Additional Information**

If you require any additional information regarding BankPurely Services or if you have other questions about your electronic transfers, please contact us. Hours available are Monday through Sunday from 7:00 a.m. to 11.00 p.m. ET (except Federal Holidays).

## **12. Your Right to Receive Documentation of Transfers**

You will receive an E-Statement for each Statement Account. This E-Statement will reflect all your transactions, including your BankPurely Online Banking transactions, relating to such Accounts.

## **13. BankPurely Online Banking Fees and Charges**

- 13.1 There are minimum balance requirements and charges that apply to the Accounts, whether or not they are used for BankPurely Online Banking Services. We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges or other material terms, we will update this Agreement and either send a notice to you at the address shown on our records or send you an electronic mail message (i.e. an e-mail message).
- 13.2 The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the Accounts or Services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific Accounts are governed by the applicable Account Disclosure Statement.
- 13.3 There are currently no monthly or transaction fees for accessing your Account(s) through BankPurely Online Banking. However, BankPurely reserves the right to impose a fee for BankPurely Online Banking. You will be notified of any fee charges by mail or e-mail. Other fees, as described in the applicable Account Disclosure Statement, may apply to Services ordered online and to transfers.
- 13.4 Please note that fees may be assessed and billed separately by your online service provider.
- 13.5 If BankPurely initiates any legal action to collect money owed to iGObanking® under this Agreement, including any counterclaim, you agree to pay all costs incurred by iGObanking® for such action, including any reasonable attorneys' fees.
- 13.6 You agree to pay promptly all applicable fees and charges for services provided under this Agreement and in connection with your Accounts and authorize us to charge any of your BankPurely Accounts.

## **14. Recording of Phone Calls and E-mails**

By entering into this Agreement, you authorize BankPurely and its agents to monitor, record, copy and retain any phone call made to or e-mail sent to BankPurely or its agent concerning BankPurely Online Banking Services or the Web Browser.

## **15. Amendments**

BankPurely may, from time to time at any time, change this Agreement by sending you an e-mail notice, mailing a notice, or otherwise posting such notice or revised Agreement through the BankPurely Website. However, if the change results in (i) increased or new fees or charges, (ii) increased liability for you, (iii) fewer types of available Services or (iv) stricter limitations on the frequency or dollar amounts of transfers, then at least thirty (30) days before the effective date of the change, iGObanking® will either electronically send to you an e-mail notice or mail to you a

written notice. By entering into this Agreement you consent to receiving all applicable notices via electronic means or by posting as described herein.

## **16. Termination**

We may immediately terminate or suspend your BankPurely Online Account access without notice to you, if you do not comply with the agreements governing your Accounts or your Accounts are not maintained in good standing, or for any other reason.

## **17. Assignment**

BankPurely also may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **18. Entire Agreement**

This Agreement, and any changes to it by BankPurely constitutes the entire understanding between BankPurely and you with respect to the subject matter of this Agreement.

## **19. Other Agreements**

iGObanking® and you are still bound by the terms, conditions and fees imposed by any other agreements that you have entered into with BankPurely, unless such terms, conditions and fees have been explicitly changed by this Agreement.

## **20. Waiver**

BankPurely shall not be deemed to have lost any of its rights because they have not been exercised.

## **21. Invalidity of any Provision**

If any provision stated in this Agreement or in any applicable Account agreement is held to be unenforceable, the remaining provisions shall remain in effect.

## **22. Arbitration**

**YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE IGOBANKING® ONLINE BANKING SERVICES ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS,**

**OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY.**

### **23. Eligible Accounts**

All Eligible Accounts are eligible to be accessed using BankPurely Online Banking.

### **24. Applicable Law**

This Agreement will be governed by and interpreted in accordance with laws of the State of New York.

### **Schedule of Fees - New Fees effective 8/2/13**

#### **Fees Assessed in Connection with Savings, Money Market Savings, Checking & CD Accounts**

Check, ATM or ACH Debit Paid for Uncollected or Insufficient Funds (may be created by check, withdrawal, or other electronic means)	\$30.00
Check or ACH Debit Returned for Uncollected or Insufficient Funds (may be created by check, withdrawal, or other electronic means)	\$ 30.00
Printout of Statement	\$ 10.00
Return Item	\$ 10.00
Placement of Stop Order Payment (Per Check)	\$ 20.00
Photocopy of Paid Check/Item	\$ 6.00
Duplicate Statement	\$ 5.00
Account Research & Reconciliation (min. \$20)	\$20.00 per hour
Return Mail Handling	\$ 10.00
Early Close Out of an Account** (within 180 days)	\$ 10.00
Duplicate 1099	\$ 5.00
Minimum Balance Fee ***	\$15.00
<b>Checks Issued</b>	
Teller Check-Depositor (Per Check)	\$ 5.00

Stop Payment of Teller Check (Per Check)	\$ 4.00
Photocopy of Teller Check (Per Check)	\$ 6.00
Exceeding Debit Limit ***	\$15.00 per item
<b>Legal Process</b>	
Attachments, Levy, Restraining Notice, etc.	\$100.00
Counsular Letter	\$ 20.00
<b>Transfers</b>	
Domestic Wire (In)	\$ 15.00
<b>Miscellaneous</b>	
Abandoned Property Transfer	\$ 25.00
Verification of Deposit	\$ 10.00
Protest Fee	\$ 10.00
<b>Debit/ATM Card</b>	
ATM Withdrawal/Balance Inquiry Customer at an Allpoint ATM	Surcharge Free*
ATM Withdrawal/Balance Inquiry Customer at a Flushing Bank ATM	N/C
ATM Withdrawal/Balance Inquiry Customer at an ATM Out of Network Domestic	\$1.50
ATM Withdrawal/Balance Inquiry Customer at an ATM Out of Network International	\$3.00
Point of Sale - Pin Based Transaction Domestic	\$1.00
Point of Sale - Signature Based Transaction Domestic	N/C
Point of Sale - International Transaction Fee	1% of the transaction amount
Replacement of lost ATM/Debit Card	\$10.00

**\* BankPurely clients will not incur a surcharge fee from Allpoint for using their ATM network. Please Note: Certain fees may be assessed by other financial institutions for use of their ATMs.**

**\*\*This fee applies to all BankPurely accounts. Please see account terms & conditions for more information.**

## **MOBILE BANKING AGREEMENT**

BankPurely™, powered by iGObanking.com®, a division of Flushing Bank® uses the iGObanking Mobile app for your mobile banking needs.

FAST, SECURE, and FREE\* - iGObanking Mobile allows you to manage your finances on the go with a variety of mobile devices, including iPad®, iPhone®, Android™, and browser compatible cell phones.

\*There is no charge to use iGObanking Mobile, but the Bank's standard account fees will apply and data and messaging rates may apply from your wireless provider.

## **MOBILE BANKING FEATURES**

- Check account balances
- Pay bills
- View account history
- Transfer funds between your linked iGObanking accounts
- SMS Text Banking

## **TERMS AND CONDITIONS**

By using Mobile Banking (also referred to herein as the "Service"), you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). This Agreement contains the terms that govern your use of the iGObanking Mobile application services. You may use this Service to access your iGObanking deposit accounts using a mobile device. By using Mobile Banking to access an account you are agreeing to the terms of this Agreement which supplements the terms and agreements of your Account(s) and Online Banking Terms and Conditions to which you have previously agreed.

Mobile Banking is inclusive of the terms and conditions of the Electronic Funds Transfer Disclosure including but not limited to transaction limits, transaction processing and system availability.

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to view your iGObanking account balances and account history, pay bills, and transfer funds between your linked iGObanking accounts. SMS Text Banking allows you to view your iGObanking account balances and account history, and transfer funds between your linked iGObanking accounts.

## **MOBILE BANKING REQUIREMENTS & LIMITATIONS**

1. You will not be able to access all functions/services that are accessible via Online Banking. Examples include, but are not limited to, electronic statement, check reordering, third party account transfer, PFM and account aggregation services.
2. Mobile users are responsible for any service charges from mobile carriers as a result of using this Service.

3. Mobile Banking may not be accessible or may have limited service over some network carriers.
4. Mobile Banking may also not be supported by all mobile devices. iGObanking cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of network” issues.

## **USE OF MOBILE BANKING SERVICE**

We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your mobile device and we will not be liable to you for any losses caused by your failure to properly use the Service or your mobile device.

## **OTHER MOBILE BANKING AGREEMENTS**

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions set forth in your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services and you also agree to resolve any issues or problems with your provider directly with the provider without involving us. You agree to review your account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.

## **EQUIPMENT AND SOFTWARE**

iGObanking does not guarantee that your mobile device or mobile phone service provider will be compatible with Mobile Banking. In general, most models of iPhones, iPads, Android devices, and browser compatible cell phones are supported.

Mobile phones and other mobile devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your mobile device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as “viruses”) which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. iGObanking will not be responsible or liable for any damages which may result from such viruses, including but not limited to indirect, incidental, special or consequential damages. iGObanking will also not be responsible if any non-public personal information is accessed via Mobile Banking due to any viruses residing or being contracted by your mobile device at any time or from any source.

iGObanking is not responsible for errors or delays or your inability to access the Service caused by your mobile device. We are not responsible for the cost of upgrading the mobile device to

remain current with the Service. We are not responsible for any damage to the mobile device or the data within.

We make no representation that any content or use of Mobile Banking is available in locations outside the United States. Accessing Mobile Banking from locations outside the United States is at your own risk.

## **USER SECURITY**

You agree to take every precaution to ensure the safety, security and integrity of your Account(s) and transactions when using Mobile Banking. You agree not to leave your mobile device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person.

Touch ID<sup>®</sup> allows you to use your fingerprint to log in securely instead of entering your username and password on iPhone<sup>®</sup> versions 5s and higher. If you enable Touch ID<sup>®</sup> within the iGObanking Mobile app, every person with an enrolled fingerprint on your enabled device will have access to your account. It is your responsibility to review the enrolled fingerprints to make sure that each person is authorized to access Mobile Banking or to delete any enrolled fingerprint of any person you do not want to have access to your account.

If you allow access to Mobile Banking to an unauthorized user, you will be responsible for any transaction they authorize and we will not be liable for any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to your Account(s).

YOU are responsible for keeping any personal information in your mobile device secure. For your protection, you agree to contact iGObanking at 888.432.5890 if your mobile device is lost or stolen.

## **TERMINATION**

iGObanking reserves the right to modify or terminate Mobile Banking, in whole or in part at any time with or without cause and without prior written notice as allowed by law. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.