

Expedited Payment Terms and Conditions

EXPEDITED BILL PAY ADDENDUM

This Addendum (“Addendum”) for the Expedited Bill Pay Service is a supplement to the Electronic Records Disclosure and Online Banking Service Agreement, including any and all updates (“Agreement”) provided to you when you elected our Online Banking Service and Bill Pay Service. Expedited Bill Pay is an additional feature of our Bill Pay Service. Accordingly, you have to be an existing user of Bill Pay to use this service. The words “Bank,” “we,” “our,” and “us” refer to Amalgamated Bank, and the words “you” and “your” mean the person who elected to use the Expedited Bill Pay Service.

By using our Expedited Bill Pay Service you acknowledge and agree that (i) you have received, read and understand the Agreement (including the term, conditions and disclosures for our Bill Pay Service set forth therein) and (ii) your use of Expedited Bill Pay will be subject to and governed by the Agreement and this Addendum. You may review and retain a copy of the Agreement by clicking [here](#). Any capitalized terms used in this Addendum but not defined in this Addendum shall have the meaning set forth in the Bill Pay Service section/paragraph of the Agreement. Any conflict between this Addendum and the Agreement, this Addendum shall control.

A. EXPEDITED BILL PAY SERVICE. The following are additional terms and conditions for Expedited Bill Pay.

1. Expedited Bill Pay Service. Expedited Bill Pay allows you to pay your bills faster. In most instances, through Expedited Bill Pay you can make a bill payment the next business day. Except as otherwise set forth below, the terms of the Bill Pay Service apply to your use Expedited Bill Payments.

2. Delivery By Date. When initiating an Expedited bill payment, the system will inform you of the “Delivery By Date”. The “Delivery By Date” is the date your payment will be received by the Payee.

3. Debiting Your Account. By using Expedited Bill Pay you acknowledge that your Payment Account will be debited immediately (in real-time) when you initiate the payment request.

4. Limited Payees. Expedited Bill Pay is not available for all Payees. You can only make Expedited Bill Pay payments to those Payees that have registered with our Expedited bill pay system.

5. No Stopping or Editing Expedited Payments. You may not stop or edit an Expedited Bill Pay because your payment request is processed immediately.

6. No recurring or future Expedited Bill Payments. You may not schedule recurring payments or payments to occur at a future date using the Expedited Bill Pay feature.

7. Convenience Fee. Expedited Bill Pay payments are subject to a convenience fee. Please review our Fee Schedule at www.amalgamatedbank.com to review applicable fees and charges for the service. We will notify you of such convenience fee in advance of the payment. If you choose to proceed with the Expedited bill payment, you authorize us to debit your Payment Account in the amount indicated, which will include your payment request and the applicable convenience fee. Fees for using the Expedited Bill Pay service are in addition to the standard charges for your Payment Account that apply without regard to your use of the Expedited Bill Pay service. You understand and agree that we may from time to time change or impose additional charges in connection with your Expedited Bill Pay payment.

8. Expedited Bill Pay Transfer Limitations. There are transaction limits for payments made through the Expedited Bill Pay Service. Individual Expedited Bill Pay transactions may not exceed \$5,000. Additionally, there are limits to the number of transfers you can make from your Commercial savings/money market account with us. Please refer to the “Account Limitations” section/paragraph of the Agreement for more information on account limitations.

B. CUSTOMER LIABILITY FOR UNAUTHORIZED ELECTRONIC TRANSFERS. 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 plus your maximum overdraft line of credit. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your 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 \$500.00.



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 showing such transfer 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 (such as a long trip or a hospital stay), kept you from telling us, we will extend the time periods.

C. HOW TO CONTACT US. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without permission, call

800-662-0860,

or write to:

Amalgamated Bank, 275 7th Avenue,
New York, NY 10001

Attention: Online Banking Support.

D. BUSINESS DAYS AND SUPPORT HOURS. For the purpose of these disclosures, our business days are Monday through Friday. Bank holidays, Saturdays and Sundays are not included. While online banking system is available twenty-four (24) hours a day, seven (7) days a week (subject to maintenance and upgrades), our Online Banking Support is available only Monday through Friday, 8am to 8pm EST or Saturday 9am EST to 2pm EST.

E. OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER. We will use our best efforts to make all your payments properly. However, we shall incur no liability and any Service Guarantee shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

If, through no fault of our, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

- The Expedited Bill Pay Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- You have not provided us with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- Circumstances beyond our control (such as, but

not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the bill pay transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the exceptions above are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

F. IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS. Telephone the Online Banking Support at 800-662-0860 as soon as you can if you think your statement or transaction record is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears.

You must:

- Tell us your name and account number(s).
- 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.

You can also write to Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support.

If you tell us orally, you may be required to send us your complaint or questions in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you (20 days for new accounts) and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 days for new accounts) 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 ten (10) business days, we may not provisionally

credit your account. (An account is considered to be a “new account” if it has been opened for 30 days or less and the account holder has no prior existing transaction account relationship with us.)

We will tell you the results within three (3) 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.

G. DISCLOSURE OF INFORMATION TO THIRD PARTIES. We will disclose information to third parties about your account(s) or the transfers that you make:

- Where it is necessary for completing transfers or to resolve errors involving your account;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau, merchant or payee;
- In order to comply with government agency or court orders;

With your written permission; or

- As otherwise provided in our Privacy Policy, a copy of which is available on our website www.amalgamatedbank.com.

H. STATEMENTS. Transactions you make through the service (including associated fees) will appear in detail on your regular monthly statements. Statements will be mailed to the current address or, if selected by you, delivered electronically to your email address you have on file with us. You must notify us in writing if you change your mailing address.