



ONLINE BILL PAYMENT AGREEMENT AND DISCLOSURES

The terms and conditions of this Online Bill Payment Agreement and Disclosures (“Bill Pay Rules”) are in addition to the Account Agreement and Disclosures, Alpine’s Internet Account Access Agreement, and all other account agreements, disclosures and other documents in effect from time to time governing your account (collectively, the “Agreement”). Subject to the terms of the Agreement and applicable law, you may use Alpine Capital Bank’s (“Alpine,” “we,” “our,” or “us”) bill payment service (“Bill Pay”) to issue instructions to Alpine to make one-time or recurring payments from your designated account(s) at Alpine to any “Payee” of your choosing. .

You authorize Alpine to charge your designated account for all payments you initiate using Bill Pay. Your use of Bill Pay, or your allowing another person to use it on your behalf, shall constitute your agreement to be bound by the terms and conditions of the Agreement, including in particular the Bill Pay Rules. All of your payments made through Bill Pay will appear on the statement for your respective accounts.

Note: We reserve the right to limit Bill Pay eligibility to certain types of accounts and to change such eligibility from time to time.

“You” or “Your” means each person who is authorized to use Bill Pay.

“Payee” means any merchant, financial institution (including Alpine) or other person or entity to whom you instruct that a payment be directed.

“Cutoff time” means the time by which we must receive instructions to have them considered and entered on that particular business day. It reflects the time displayed on Alpine’s internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any instructions to us sufficiently in advance of such Cutoff times to avoid the risk of missing the Cutoff time.

“Business day” means any day on which the Bank is open for business, other than Saturday, Sunday or a legal holiday.

SETTING UP PAYEES/PAYMENTS

- To add a Payee, access the Bill Pay application and enter the required information. When adding a Payee in the Bill Pay application, you must provide sufficient information to enable us to properly identify the Payee, direct your payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed in the Bill Pay application.
- To designate a payment to a Payee, access the Bill Pay application and enter the appropriate information. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the instructions that you provide through Bill Pay. You further authorize us to update or change any of your Payee information as requested or provided by your Payee. When we receive a payment instruction (for the current or a future date), we will remit payment in the amount(s) designated by you to your designated Payee on your behalf, from the funds in your designated account(s). You authorize us to charge your designated account(s) for all payments that you authorize through Bill Pay. We and any agent used by us in connection with the Bill Pay service is authorized to prepare paper checks drawn from your designated account and/or electronically debit your designated account for the purpose of making payments. You authorize us to accept any paper check or electronic payment drawn on the designated account on presentment and charge the designated account even though it does not bear your signature where such paper check or electronic payment has been issued as part of Bill Pay. Such methods of payment may originate from us or any financial institution in the United States used by us or any of our agents.
- Because your payment instructions are transmitted to us on your computer, the payment sent to your Payee will not include the Payee’s payment stub. Payments received without the payment stub are sometimes processed by the Payee at a different location. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For these reasons, we recommend that you confirm the address to which payment should be sent with your Payee and schedule payments with sufficient time to allow for posting delays.
- Alpine reserves the right to refuse the designation of a Payee or refuse to pay any Payee whom you may designate for any reason. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay tax or court related payments, or if you attempt to make payments to Payees located outside the United States, each of which is prohibited under the Agreement.
- You may make payments only to Payees within the United States. The maximum amount of all payments is \$72,000 in the aggregate per business banking day.
- Alpine is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information, or the lack of sufficient available funds in your account to make a payment.

THE BILL PAYING PROCESS

Payment Methods – We remit two types of payments on your behalf to your Payees - electronic and paper check. If your Payee elects to receive payments electronically, we generally try to transmit your payment electronically so that payments are received by the Payee as quickly as possible. Some Payees do not accept electronic payments and those Payees are paid by a paper check issued on your behalf. The delivery method and lead time expected for each type of payment your Payee will ordinarily receive will be indicated on screen in the Bill Pay application when you schedule your payment.

Review of Payments – As a sender of any Payment using the Bill Pay service, you acknowledge and agree that we may delay or cancel a payment request and/or charge back the amount of such Payment to your account(s), or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

Single Payments – A single payment will be processed on the business day that you designate as the payment’s process date, provided your designation is submitted prior to the cut-off time which is 3:00 p.m. (Eastern Standard Time). Alpine’s Bill Pay will indicate an estimated arrival date for the payment based on the process date, which estimated arrival date is generally two business days after the designated payment process date for payments to be made electronically and five business days after the designated payment process date for payments to be made by paper check.

A single payment submitted after the cut-off time on the process date will be processed on the next business day. If you designate a non-business day as the payment’s process date, the payment will be processed on the first business day **following** the designated process date.

Recurring Payments – A recurring payment is a payment that you designate be made for the same dollar amount for a specified period based on a specified frequency (e.g., weekly, monthly, quarterly, etc.). When authorizing a recurring payment, you agree to have means to print or otherwise save a copy of your authorization for your records. If the process date for a recurring payment falls on a non-business day, it is adjusted as follows:

- If the recurring payment’s “Pay Before” option is selected, the process date for the new occurrence of the payment is adjusted to the business day immediately prior to the process date.
- If the recurring payment’s “Pay After” option is selected, the process date for the new occurrence of the payment is adjusted to the first business day after the process date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

Delivery Method – The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, or the payment encounters delivery errors, payments to that Payee will be delivered by paper check and the process date will be changed to five business days before the delivery date for all subsequent payments and for the most current if the Payee provides us with sufficient notice. If a Payee begins accepting electronic payments, payments to that Payee may be processed electronically and the process date will be changed accordingly for all subsequent payments. In addition, if an electronic payment is undeliverable, the payment may be resubmitted by check. We will notify you via e-mail of a change to a Delivery Method for pending payments you have scheduled if that change results in a Delivery Method that increases the delivery time of your payment. Please note that, in some situations, if a payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result. Late payments arising from changes in your Payee’s Delivery Method are explicitly excluded from any liability coverage we may choose to provide, as we have no control over your Payee’s acceptance of, or changes to, a particular Delivery Method.

Stale Dated Payments – Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually 90 days. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. We have no liability to you, your Payee or any other party for refusing payment on any check that remains outstanding after the end of the negotiable period.



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ESTIMATED ARRIVAL DATE OF PAYMENTS

The system will calculate the estimated arrival date of your payment. This is only an estimate. While it is anticipated that most transactions will be delivered by the delivery date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by third parties, some transactions may take a few days longer to be credited by your Payee to your Payee account. FOR THIS REASON, YOU NEED TO SELECT A DELIVERY DATE THAT IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.

CANCELLING A PAYMENT

A single payment can be changed or cancelled any time prior to the Cutoff time on the process date. You may not stop a bill payment after the Cutoff time has passed. A recurring payment must be changed or cancelled at least one day prior to the process date. If for any reason you cannot access the Online Service, you may contact us by calling (212) 328-2555 or by writing us at Bill Payment Service, Alpine Capital Bank, 680 Fifth Avenue, 7th Floor, New York, NY 10019.

AVAILABLE FUNDS

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all designated bill payments, as well as any other payment obligations you have to Alpine.

- Alpine reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of the Agreement.
- If you do not have sufficient funds in the account and Alpine has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.
- You further agree that Alpine, at its option, may charge any of your accounts at Alpine to cover such payment obligations.

STATEMENTS

All payments made by using the Alpine Bill Pay service will appear on the statement for your account. In the case of payments made by check, your payment will appear on your statement when the check is presented and paid by Alpine.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We may disclose information to third parties about your account or the bill payments you make:

- as necessary to complete transactions;
- in connection with the investigation of any claim you initiate;
- to comply with government agency or court orders;
- in accordance with your written permission;
- as otherwise permitted by the terms of our Privacy Policy.

Our Privacy Policy, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your account, and annually thereafter.



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LIABILITY

- If you permit other persons to use the Bill Pay service, you are responsible for any transactions they authorize from your account.
- If you want to terminate another person's authority or believe that someone has made payments from your account without your permission, you must notify Alpine immediately.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. **WE WILL NOT BE RESPONSIBLE FOR ANY PAYEE'S REFUSAL TO RETURN ANY DUPLICATE PAYMENTS.**
- Alpine is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- Alpine's liability for failure to make a bill payment may be limited if you fail to immediately notify us upon learning that the payment was not completed or that you have not received a credit from a Payee for a payment.
- Alpine is not responsible for any charges imposed by a Payee for late payment unless we cause processing delays that cause your payment to be late.
- Alpine is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Alpine's agent.
- In any event, Alpine will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the service, even if Alpine has knowledge of the possibility of them.
- Alpine is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond Alpine's reasonable control.

AMENDMENT/TERMINATION

Alpine has the right to change the Bill Pay Rules, including applicable cut off times, at any time by notice mailed to you at the last address shown for the account on Alpine's records, by posting notice in Alpine's branches, by e-mail, or as otherwise permitted by law.

- Alpine has the right to terminate the Bill Pay service and these Bill Pay Rules at any time.
- You may discontinue your use of the Bill Pay service and terminate the Bill Pay Rules by written notice to Alpine provided you have timely cancelled all pending payment designations.
- Alpine is not responsible for any payment made before Alpine has had a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by Alpine on your behalf.

SERVICE FEES

Unless otherwise noted in the Agreement, we do not charge a monthly service fee for Alpine Bill Pay. However, your account may be charged for certain transactions, including, but not limited to, expedited delivery fees. Alpine also reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments may be processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included in Alpine's Account Agreement and Disclosures received when you opened your account, which provides important disclosures concerning your rights and obligations and form a part of the Agreement.



ONLINE BILL PAYMENT AGREEMENT AND DISCLOSURES

CONSUMER DEPOSIT ACCOUNT ADDENDUM

The following additional terms apply whenever you use Alpine Bill Pay in connection with a consumer deposit account. A consumer account is one that is used primarily for personal, family or household purposes; all other accounts are business accounts.

Your Liability for Unauthorized Payments

If you permit other persons to use Bill Pay or your password, you are responsible for any transactions they authorize from your account. **If you believe that someone has made payments, transferred, or may transfer money from your account without your permission, notify us AT ONCE, by calling (212) 328-2555 or writing us at Bill Payment Service, Alpine Capital Bank, 680 Fifth Avenue, 7th Floor, New York, NY 10019.** Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of your accounts. If you tell us within two (2) business days after you discover a loss or theft, you can lose no more than \$50 if someone makes a transfer or payment without your authorization.

If you do not tell us within two (2) business days after you discover the loss or theft of your password or that an unauthorized online transfer or payment has been made from your deposit account, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any deposit account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer or payment was transmitted 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 hospital stay, kept you from telling us, we will extend the time periods.

Our Liability for Failure to Complete Bill Payments

You agree to notify us IMMEDIATELY upon learning that a payment was not completed to or from a consumer deposit account in accordance with the terms of our Agreement, and your failure to do so may limit our liability to you, if any. If we do not complete payment to or from a consumer deposit account on time or in the correct amount, or according to our Agreement with you, we will be liable for those damages the law imposes in such cases. However, there are some exceptions. We will not be liable, by way of example and not limitation, if:

- Through no fault of ours, your account does not contain sufficient available funds to make the transfer or payment and the transfer or payment would exceed any credit line or any overdraft for such account, if offered by Alpine.
- Bill Pay, your operating system or software was not functioning properly at the time you attempted to initiate such transfer or payment and you were aware of the issue(s) when you attempted to initiate the payment.
- Caused by circumstances beyond our control, including, without limitation, fires, floods, acts of God, or power outages.
- The Payee mishandles or delays processing or posting a payment.
- You have not provided us with complete and correct payment or transfer information including, without limitation, the name, address, account number, and/or payment amount for the Payee on a payment.

This list of examples is meant to illustrate circumstances under which we would not be liable for failing to make a payment and is not intended to include all of the circumstances where we would not be liable.

Errors and Questions about Bill Payment Services

In case of errors or questions about your payments to or from your consumer deposit accounts, or if you think that your statement is wrong or you need more information about a payment listed on the statement, you should contact us as soon as possible by calling (212) 328-2555 or writing us at Bill Payment Service, Alpine Capital Bank, 680 Fifth Avenue, 7th Floor, New York, NY 10019.. In order for you to avoid liability for subsequent unauthorized transfers or payments, we must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. When you contact us, you will need to:

- Tell us your name and the account number(s) of the account(s) involved.
- Describe the error or the payment you are uncertain 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 in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) business days.

We will give you the results of our investigation within 10 business days (or 20 business days if your account was opened less than 30 days prior to the date of the suspected error) after we hear from you. If we have made an error, we will correct it promptly. If we need more time, however, we may take up to 45 days (or 90 days if your account was opened less than 30 days prior to the date of the suspected error) to investigate your complaint or question. If we decide to do this, we will credit the account in question within 10 business days (or 20 business days if your account was opened less than 30 days prior to the date of the suspected error) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. Such crediting is referred to as a provisional credit. 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 provisionally credit the account(s) that was the subject of your complaint. If the transaction complained of involves an account that is subject to margin requirements or is otherwise covered by Regulation T of the Federal Reserve Board, we will not provisionally credit the account involved.

We will tell you the results within three (3) business days after completing our investigation. If we find there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we provisionally credit your account, we may take back the amount of any credit if we find that an error did not occur.

In case of errors or questions about your payments that appear on an account statement sent to you by a Payee, please contact the Payee that provided such statement to you in accordance with the terms and conditions of its statement.

Our Responsibilities

In the event that funds are removed from your consumer deposit account with us without your authorization, you can lose no more than \$50 if you tell us within two (2) business days of your discovery of the unauthorized transaction. (*See the paragraph entitled "Your Liability for Unauthorized Payments,"* above). Our responsibilities cover only things that are within our control – they do not cover your failure to completely log out and exit the Bill Pay application when you're finished with your computer session or are away from your computer, nor do we cover your negligent handling of your User ID and password. It is your responsibility to use care when exiting the system and to safely maintain your user IDs and passwords.

If we cause processing delays of payments initiated via Bill Pay that result in late fees, we will cover 100% of those fees. This commitment covers everything within our control. Our commitment does not cover losses which you cause, or payment processing delays which are not caused by us or within our control, including, without limitation:

- Your failure to make your payment request sufficiently in advance of the Payee's due date for the payment to arrive on time (before the grace period begins)
- Your input errors or errors made by your Payees
- Your negligent handling of User IDs and Passwords
- Your failure to completely log out of the Bill Pay application or logging into the Bill Pay application and leaving your computer unattended



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- Your failure to notify us within two (2) business days of any suspected unauthorized transaction from your account, or theft of your ID or Password. If you suspect any suspicious activity on your account with us, notify us immediately by calling (212) 328-2555.
- Your failure to follow the procedures or to otherwise fail to use Bill Pay in accordance with the terms of this Agreement, including the Bill Pay Rules.
- Your Payee's change to require payment by paper check (rather than electronically) resulting in an increase in processing time for your payment or your Payee mishandles or delays processing or posting a payment.

The risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you in the event you do not follow the procedures or otherwise fail to use the Bill Pay service in accordance with the terms of this Agreement, including the Bill Pay Rules.



ONLINE BILL PAYMENT AGREEMENT AND DISCLOSURES

BUSINESS DEPOSIT ACCOUNT ADDENDUM

Your Liability for Unauthorized Payments

You are responsible for all transfers and payments that are authorized using your online or Bill Pay service login credentials. If you permit other persons to use the Bill Pay service or your password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE BILL PAY SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE BILL PAY SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We shall have no liability to you for any errors or losses you sustain in using Bill Pay except where we fail to exercise ordinary care in processing any transaction. We shall also not be liable for any failure to provide any service if the account(s) involved is no longer linked to Bill Pay. Our liability in any case shall be limited to the amount of any funds improperly transferred from your account less any amount, which, even with the exercise of ordinary care, would have been lost.

Notwithstanding the exercise of care or lack thereof by either you or us, your failure to report to us any unauthorized transfer, payment or error from your account(s) within sixty (60) days of our providing or making available to you a bank statement that reflects such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

Errors and Questions about Bill Pay for Business Deposit Accounts Only

In case of errors or questions about your payments, you should contact us as soon as you can by calling (212) 328-2555 or writing us at Bill Payment Service, Alpine Capital Bank, 680 Fifth Avenue, 7th Floor, New York, NY 10019 if you think that your statement is wrong or you need more information about a payment listed on the statement. We must hear from you no later than sixty (60) days after we sent or otherwise made available to you the FIRST statement on which the problem or error appeared. Failure to so notify us will preclude you from being able to assert a claim based on such problem or error. Any errors reported to us will be investigated by us and we will advise you of the results of our investigation.

In case of errors or questions about your payments that appear on an account statement sent to you by a Payee, please contact the Payee that provided such statement to you in accordance with the terms and conditions of its statement.