

## **IDB Bank\* OnLine Services Program Terms and Conditions**

The use of online services offered by **Israel Discount Bank of New York** (the "Bank") as part of its OnLine Services Program ("Program") by each of the users who sign an addendum ("Customer" or "you") provided by the Bank ("the Addenda") to request an OnLine Service that are available from the Bank from time to time (the "Services"), shall be governed by and shall be subject to the following terms and conditions, which are agreed to by each user who utilizes the services and the attached Addenda, Exhibits and Schedule (collectively, the "Terms and Conditions"):

1. **Program.** As a subscriber to the Program, the Customer whose information is included in the applicable Addenda executed by the Customer requesting to use the applicable Service by submitting a duly executed Addendum(a) for the requested access, which will be provided upon our prior approval. The terms and conditions and information contained in the aforesaid Addenda are incorporated herein by reference. Customer will be able to access the Services from any personal computer that is equipped with Internet access and a browser supporting 128-bit encryption.

2. **Services** Subject to Bank approval, Customer may request by signing the appropriate attached Addendum for the Services according to these Terms and Conditions. ***Any online information available under the Program will only include checks and other items deposited and/or cleared and certain other transactions processed on the business day date indicated on the screen for each specific type of item/transaction.***

**Customer acknowledges that the updating of Services data appearing on the computer screen will vary by product and the indicated amounts are subject to confirmation by the Bank.** *Customer further acknowledges that this Program is being provided only for those Services expressly indicated in any executed Addendum(a) accepted by the Bank. All other transactions, inquiries, complaints or other banking needs should be directed through your account officer and are subject to applicable Bank rules.*

3. **Startup.** Following execution of these Terms and Conditions, Customer will be assigned a User ID, Password and, will be provided with a unique security device (a "Token") to limit access to only authorized users designated in the executed, applicable Exhibit (as defined and set forth in #6 below). Customer shall be solely responsible for providing and maintaining the hardware and software required to enable access to the Services.

4. **Termination / Modification.** These Terms and Conditions shall be terminable at any time by either party, with or - without cause, upon written notice to the other. Without limiting the foregoing, Bank may terminate the Program at any time without prior notice. From time to time Bank may also eliminate or modify the Services included in the Program, or add new Services. In any case, such termination or change shall not affect the obligations of the parties incurred hereunder prior to such notice.

5. **Fees.** A fee will be charged for use of the Services, as set forth from time to time on the Schedule of Fees (see attached Schedule 1). The Bank reserves the right to change the fee for access to and use of the Services in the future, upon at least thirty (30) days prior written notice to Customer. Customer will also be charged Bank's standard fees in effect from time to time for services not covered by the Program or otherwise, as established by the Bank from time to time.

6. **User IDs and OnLine Services Administrators.** Bank shall assign User Identification Names ("User ID's") to individual Customer designated in the executed applicable Addendum and/or Exhibit submitted by Customer to have access to Program Services ("User") and, to specify those Services and/or functions relating to such Services that shall be associated with each User ID. Customer shall also have the right to direct Bank to cancel User IDs from time to time or to change the User IDs. Such designations, cancellations and changes shall be made in writing as provided in the following paragraphs.

Following receipt of the appropriate Security Identifiers, Bank shall issue to Customer the requested User ID(s) and a related password for each User ID and security token, (a "Token"). Each User should be assigned his or her own personal User ID. In order to access Services, a User will need a valid User ID, a related Password and Token. Customer agrees that Bank will provide the Token via mail with a receipt acknowledgment required from the User and, if not provided, the Bank will deem that the Token has been received by the User, until we receive notice to the contrary. Users will be able to use a feature of the Program to change their Passwords from time to time. Customer is advised to change their Passwords frequently in order to reduce the risk of unauthorized use of Program Services relating to Customer's accounts. Customer shall be solely responsible

for maintaining the confidentiality of their Password and Token. If Customer believes that any Password and/or Token has fallen into unauthorized hands, you must contact your account officer immediately (confirming such notice in writing) so that the Bank can block access to such Password and/or Token and issue a replacement Password and/or Token. *The parties to these Terms and Conditions acknowledge and agree that the provisions herein constitute adequate and reasonable security procedures.*

7. **Authorization of Bank; Customer Responsibility.** CUSTOMER HEREBY AUTHORIZES BANK TO ACT IN ACCORDANCE WITH INSTRUCTIONS RECEIVED BY BANK BY MEANS OF THE PROGRAM, AND BANK MAY, WITHOUT FURTHER INQUIRY, TREAT SUCH INSTRUCTIONS AS CUSTOMER'S VALID ORDERS AND/OR DIRECTIONS WHETHER OR NOT THEY ACTUALLY ARE. Without limiting the generality of the foregoing or any other provision of these Terms and Conditions, Customer hereby acknowledges that it shall be solely responsible for the accuracy and completeness of all information contained in instructions sent to Bank by means of the Program, and for preventing unauthorized use of Program Services relating to Customer's accounts by maintaining the confidentiality of their Password and Token. **The Bank will only comply with instructions relating to those Services authorized for Customer under this Program and will not be liable for failing to act on any others that may be received through the use of the Program. In the case of any inconsistency between authorizations received pursuant to the provisions of these Terms and Conditions and existing authorizations for access to customer's account(s) on file with Bank, authorizations pursuant to the terms of these Terms and Conditions shall control.**

8. **Notice of Errors.** Customer must immediately notify Bank of any discrepancy or error in the data that you access under the Program. Bank will, upon written request, provide Customer with such additional information with respect to Customer's account. Otherwise, you must advise the Bank within 14 calendar days from the postmark date of the statement on Customer's account provided by the Bank, the statement is deemed accurate and final.

9. **Limitations on Bank's Liability.** To the maximum extent permitted by applicable law or regulation, and except as otherwise expressly provided in these Terms and Conditions:

A. IN NO EVENT SHALL BANK BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INJURIES, DAMAGES FOR LOSS OF BUSINESS PROFITS OR GOODWILL ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S PARTICIPATION IN THE PROGRAM, USE OF THE COMMUNICATIONS SOFTWARE OR ANY SERVICES PROVIDED OR MADE AVAILABLE THEREUNDER, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. BANK MAY CONCLUSIVELY RELY UPON AND SHALL BE FULLY PROTECTED AGAINST ANY LIABILITY FOR ANY ACTION TAKEN OR OMITTED IN ACCORDANCE WITH (1) ANY DIRECTION MADE THROUGH THE PROGRAM BY A PERSON USING A USER ID ISSUED TO CUSTOMER, THE CURRENT PASSWORD ASSOCIATED THEREWITH AND THE SECURITY TOKEN, (2) ANY USER ID MAINTENANCE FORM BELIEVED BY IT IN GOOD FAITH TO BE GENUINE AND TO HAVE BEEN SIGNED BY CUSTOMER OR (3) ANY OTHER DIRECTION, REQUEST OR INSTRUMENT BELIEVED BY IT IN GOOD FAITH TO BE GENUINE AND BELIEVED TO HAVE BEEN SIGNED BY AN OFFICER OR by the CUSTOMER, WHETHER OR NOT THEY ACTUALLY ARE.

C. Bank shall have no liability to Customer if the Services or information accessed therein are utilized by Customer for a purpose or in a manner not contemplated and authorized by these Terms and Conditions.

D. Bank shall not be responsible for failure or delay in providing Services or for any other loss suffered by Customer arising out of or in connection with Customer's participation in the Program or any Services provided or made available thereunder due to any occurrence, act or omission not within Bank's reasonable control, including without limitation, the inoperability of any communications, computer or payment system, power outages, courier services, Acts of God, actions of any government either in its sovereign or contractual capacity, strikes, labor disturbances, war, riots and civil disturbances. **In addition, the Bank will, from time to time, need to take the Program system offline for normal maintenance or for service and will not be liable for such interruption in providing the Services.**

E. Bank shall have no obligation to provide Customer with any advice or notice concerning the Services, including without

limitation any advice or notice relating to the execution or cancellation of any Services instructions.

- F. Bank shall have no liability to any third party on account of the performance of the Services hereunder and the parties specifically agree that there are no intended or incidental third party beneficiaries of the Services.
- G. In the event that Bank furnishes or installs communication software, neither Bank nor its representative shall be liable for damage to, or destruction or loss of, any software, data or other property of Customer or any other person arising out of or in connection with the installation or operation of the communications software and hereby indemnifies the Bank for such claims. Without limiting the foregoing, Customer shall be responsible for taking all necessary steps to protect against damage to or loss of such data and programs, including but not limited to backing up all files prior to the installation of the communications software. In no event shall Bank be liable for any defects in any commercially available communications software furnished by it.
- H. BANK DISCLAIMS ALL WARRANTIES RELATING TO THEIR SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- I. The foregoing limitations on Bank's liability shall be cumulative with, and not in lieu of, such other limitations as appear in other sections of these Terms and Conditions.

10. **Indemnification of Bank by Customer.** Customer agrees to indemnify, defend and hold Bank, its directors, officers, employees, agents, successors and assigns, harmless from and against any and all claims, demands, losses, liabilities or expenses, including attorney's fees (whether or not such attorneys are employed by Bank or any other company) resulting directly or indirectly from relying on any instructions provided in connection with the use of the Services hereunder and/or due to any unauthorized access to and/or use of the Services, as well as from any claims of any third party based on acts or omissions of Bank in the performance of Services hereunder.

11. **Account and Other Agreements.** The Services to be provided under these Terms and Conditions shall also be subject to the terms and conditions of Bank's agreement(s) with Customer, including but not limited to those relating to Customer's account(s), as the same may be amended from time to time, including any limitation on the number and types of transfers, payments or withdrawals which may be made to or from such account(s) in any monthly or other cycle period.

To the extent that any provision of these Terms and Conditions is inconsistent with any provision of any Account Agreement or other agreement between Customer and Bank, the provisions of these Terms and Conditions shall govern with respect to transactions placed through the Program.

12. **Miscellaneous.**

- A. Customer agrees that these Terms and Conditions may not be assigned or transferred by Customer to any third party without Bank's prior written consent.
- B. These Terms and Conditions may be amended only in writing signed by both parties.
- C. Except as otherwise expressly provided herein, these Terms and Conditions supersedes all previous agreements and/or understandings between Customer and Bank relating to the Program and/or the Services.
- D. No waiver of any right or obligation hereunder shall be deemed to imply any waiver of any other present or future right or obligation hereunder whether similar or dissimilar.
- E. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, then these Terms and Conditions shall be deemed to be amended to the extent necessary to bring them into accordance with any such requirement, and all other provisions hereof shall continue in full force and effect.
- F. Except as otherwise provided herein, (i) all notices hereunder shall be in writing, and (ii) all notices hereunder shall be deemed to have been duly given if mailed by the parties to the following respective address:

**For Customer:**  
**The address indicated in the Bank's Records**

**For Bank:**  
**Israel Discount Bank of New York**  
511 Fifth Avenue  
New York, NY 10017  
Attention: Manager, International Department

For Legal process:                      Legal

or to such other address as either party hereto may have furnished to the other by written notice as provided herein.

- G.        The section headings contained in these Terms and Conditions are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms and Conditions.

13.        **Applicable Law** These Terms and Conditions are subject to the provisions of all applicable operating circulars and regulations of the Federal Reserve Board and Federal Reserve Bank of New York and any other provisions of Federal law and regulations promulgated thereunder. Except as so provided, these Terms and Conditions shall be governed and construed in accordance with the laws of the State of New York without giving effect to the choice of law principles thereof.

14.        **Jurisdiction**. The undersigned hereby consents to the in personam jurisdiction of the Courts of New York State and the United States District Court for the Southern District of New York, in connection with any claim arising with respect to these Terms and Conditions. In the event any such action is commenced in any such court, service of process may be made on the undersigned by mailing a copy thereof to it at the address and legal process attention party indicated in #12 above. Such mailing shall be deemed personal service and shall be legal and binding upon the undersigned in any such action or claim.

15.        **Jury Waiver**. It is understood and agreed that in the event of any litigation arising out of or relating to any matter contained herein or any other matter in which both of the undersigned entities shall be adverse parties, the parties hereto waive trial by jury and the right to interpose any defense, setoff or counterclaim of any nature or description.

## **SCHEDULE 1**

### **ONLINE SERVICES PROGRAM TERMS AND CONDITIONS WITH IDBBANK (the "TERMS AND CONDITIONS")**

#### **SCHEDULE OF FEES**

The following Schedule of Fees shall apply to all Services provided by IDBBank to the undersigned Customer under the above-referenced Terms and Conditions provided by the Bank, as amended from time to time.

<b>Initial Start-up Access Fee (per user):</b>	<b><u>\$00.00*</u></b>
<b>Annual Subscription Fee (per user):</b>	<b><u>\$20.00</u></b>
<b>Initial Token (per user):</b>	<b><u>\$00.00*</u></b>
<b>Replacement Token (per token):</b>	<b><u>\$60.00</u></b>
<b>Mailing Fees (per user):</b>	<b><u>\$00.00*</u></b>

**\*Currently waived but IDBBank reserves the right to assess one upon notice.**

***This Schedule of Fees is subject to change without notice.***

**ADDENDUM A - TO ONLINE SERVICES PROGRAM TERMS AND CONDITIONS WITH IDBBANK (THE "TERMS AND CONDITIONS")**

REQUEST FOR ONLINE CONSOLIDATED STATEMENT ACCESS

The undersigned Customer hereby requests, subject to the IDBBank's approval, access to Customer's account information with the Bank under its OnLine Consolidated Statement Access Service (the "Services") for the account(s) designated below. By signing below, Customer(s) acknowledge(s) receipt of and agree(s) to be bound by the Terms and Conditions, the Schedule of Fees and any other applicable attachments and any other applicable rules of the Bank.

**Accounts designated for IDBBank OnLine Consolidated Statement Program access:**

CIF Group Number 1: \_\_\_\_\_ CIF Group Number 2: \_\_\_\_\_

CIF Group Number 3: \_\_\_\_\_ Other: \_\_\_\_\_

User ID #                      Token Serial # (Affix label here)                      Security Identifiers: Mother's Maiden Name (or unique identifier)                      Date of Birth  
(Maximum 25 alphanumeric characters)

\_\_\_\_\_

**If more than one user for the subject Account, complete additional copies of this form**

Address for receipt of Security Token  
and/or User Password:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/County: \_\_\_\_\_

Postal Code: \_\_\_\_\_

***CUSTOMER REQUESTING SECURITY TOKEN ACKNOWLEDGES THAT THEY ASSUME FULL LIABILITY FOR THE SAFEKEEPING OF THE TOKEN AND ANY UNAUTHORIZED USE THEREOF. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT THE TOKEN IS A COMMERCIALY REASONABLE METHOD OF ACCESS SECURITY AND THAT IF THEY DECLINE TO IMPLEMENT USE OF A TOKEN OR OTHERWISE FAIL TO USE IT, THEY REMAIN FULLY LIABLE FOR ANY UNAUTHORIZED TRANSACTIONS.***

**Individual Customer:** \_\_\_\_\_ **Business Customer:** \_\_\_\_\_

Entity Name

X \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR BANK USE ONLY:**

Witness: \_\_\_\_\_

**Service approved:** By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

IDBBank Account Officer: \_\_\_\_\_