

GOTHAM BANK INTERNET BANKING AGREEMENT

Gotham Bank of New York

1. Meaning of some words. In this agreement, (a) "we," "us," "our" and "ours" mean Gotham Bank of New York, 1412 Broadway, New York, NY 10018, (b) "you" and "your" mean anyone who signs an application for Gotham Internet, (c) "your application" means that application, as submitted to us or as changed by any updating information submitted to us at any time, whether through Gotham Internet, in writing or in any other way, (d) "your deposit accounts" means all deposit accounts with us that are designated in your application and are approved by us as deposit accounts accessible through Gotham Internet, (e) "your loan accounts" mean your line of credit accounts and all other mortgage, installment, and other loan accounts with us that are designated by you on forms we will provide and which are approved by us as loan accounts accessible through Gotham Internet Banking, and (f) "your identification numbers" means all the customer identification numbers and personal identification numbers assigned to you by us or chosen by you for use with Gotham Internet.

2. Computer, related equipment and software. The installation, maintenance, operation and use of the computer related equipment (for example, modem, telephone and other telecommunications equipment) and software (including any browser software we provide you) you use for Gotham Internet are your responsibility. **EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR TO THE EXTENT APPLICABLE LAW REQUIRES A DIFFERENT STANDARD, WE WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, LOSS, INJURY OR DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE) IN ANY WAY ARISING OUT OF (A) ANY ERROR IN THE INSTALLATION, MAINTENANCE, OPERATION OR USE, OR ANY CONFIGURATION PROBLEM OR INCOMPATIBILITY, OF THE COMPUTER, RELATED EQUIPMENT OR SOFTWARE, (B) ANY FAILURE OR MALFUNCTION OF THE COMPUTER, RELATED EQUIPMENT OR SOFTWARE, (C) ANY FAILURE OR MALFUNCTION OF, OR ANY COMPROMISE OF DATA SENT USING, ANY TELEPHONE, INTERNET ACCESS OR OTHER SERVICE YOU USE TO CONNECT TO GOTHAM INTERNET, (D) ANY VIRUS OR SIMILAR PROBLEM RESULTING FROM THE USE OF GOTHAM INTERNET OR (E) PROVIDING YOU ANY NOTICE OF ANY UPGRADE, FIX OR ENHANCEMENT OF ANY BROWSER SOFTWARE WE PROVIDE YOU. WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY CONCERNING ANY BROWSER SOFTWARE WE PROVIDE YOU (FOR EXAMPLE, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).**

3. Your identification numbers. Your identification numbers will be used to initiate orders, if such services are or become available, as described in Section 6 through Gotham Internet. A customer identification number called an Internet ID and a personal identification number called an Internet PIN will be required for use with Gotham Internet Banking. We will assign the customer identification number to you, but you can rename it with an alias. The personal identification number will initially be the last four digits of your social security number, but you will be required to choose a new personal identification number for use with Gotham Internet Banking. You should not choose as the new personal identification number any personal identification number for any card that is tied to any of your deposit accounts. You must not allow anyone else to have any of your identification numbers unless you authorize him or her to use your identification numbers to initiate orders described in Section 6 through Gotham Internet. You must keep your identification numbers confidential and in a secure location separate from the computer, related equipment and software you use for Gotham Internet. For reasons of security we can cancel the effectiveness of any of your identification numbers at any time without giving you any notice that the cancellation is going to occur.

4. Your responsibility for transactions. You will be responsible for each transaction ordered by any order described in Section 6 that is given through Gotham Internet by you or anyone else you allow or cause to have any of your identification numbers or to use Gotham Internet in any way described in

Section 6.

5. Gotham Internet. Gotham Internet has one (1) feature available now which is Gotham Internet Banking. Gotham Internet Banking is therefore always included in Gotham Internet.

6. Gotham Internet Banking. Subject to the provisions of this agreement, Gotham Internet Banking can be used to give (a) an order to us to make a non-recurring transfer of funds from any of your deposit accounts to any other of your deposit accounts or any of your loan accounts as long as your application designates the account from which the transfer is to be made as an account from which transfers can be made and designates the account to which the transfer is to be made as an account to which transfers can be made, (b) an order to us to make a non-recurring transfer of funds from any of your loan accounts to any of your deposit accounts or any other of your loan accounts as long as your application designates the account from which the transfer is to be made as an account from which transfers can be made and designates the account to which the transfer is to be made as an account to which transfers can be made and (c) a request to us for available information concerning any of your deposit accounts and transactions involving any of your deposit accounts.

7. Limitations applicable to transactions. The following limitations apply to transactions ordered by orders described in Section 6 that are given through Gotham Internet:

a. No transfer of funds from any of your deposit accounts can be ordered through Gotham Internet Banking if you do not have an unrestricted right to withdraw funds from the account (for example, if 2 or more persons are required to sign a check written on the account or a withdrawal form for the account).

b. Any transfer of funds from any of your deposit accounts ordered through Gotham Internet Banking will be subject to the funds being available for withdrawal from the account when the order to us ordering the transfer is to be charged against the account.

c. If and when any order to us to make a transfer of funds from any of your deposit accounts given through Gotham Internet Banking is to be charged against the account the amount of the transfer exceeds the amount of money available for withdrawal from the account, we can either (i) make the transfer in which case you will be liable for the excess, or (ii) refuse to make the transfer. In either case, you will be liable for any fee applicable to the withdrawal or attempted withdrawal of money from the account in excess of the amount of money available for withdrawal from the account.

d. If and when any order to us to make a transfer of funds from any of your loan accounts given through Gotham Internet Banking is to be charged against the account the amount of the transfer exceeds the amount of credit available under the account, we can either (i) make the transfer, in which case the amount of the transfer will be considered to be credit extended under the account, or (ii) refuse to make the transfer. In either case, you will be liable for any fee applicable to the obtaining of the credit or attempted obtaining of credit in excess of the amount of credit available under the account.

e. For reasons of security, we can at any time and without giving you any notice that we are going to do so refuse to honor any order to us to make a transfer of funds from any of your deposit accounts or

any of your loan accounts given through Gotham Internet Banking. For example, we can do so if, for reasons of security, we believe that it is advisable to limit the dollar amount or frequency of transfers of funds from any of your deposit accounts ordered through Gotham Internet Banking.

f. We can, at any time and without giving you any notice that we are going to do so, refuse to honor any order to us given through Gotham Internet if the order reasonably appears to us to be fraudulent or erroneous.

g. If any of your deposit accounts is a money market deposit for purposes of federal reserve requirements, during any calendar month there can be no more than 6 transfers of funds from the account that are (i) transfers of funds to any other of your deposit accounts ordered through Gotham Internet Banking or (ii) preauthorized or automatic transfers of funds to any other of your deposit accounts; and no more than 3 transfers of funds in any calendar month may be made to third parties such as (i) preauthorized, automatic or telephonic transfers of funds to a third party, (ii) transfers of funds made by using a card tied to the account to pay for a purchase of goods or services, and (iii) transfers of funds made by using a check, draft or any other order payable to a third party.

h. If an order to us to make a transfer from any of your deposit accounts or any of your loan accounts given through Gotham Internet Banking is received by us on any of our business days by 4:00 p.m. eastern United States time, the order will be processed and charged against the account that day. If the order is received by us on any of our business days after 4:00 p.m. eastern United States time or on a day that is not any of our business days, it will be processed and charged against the account our next business day.

i. No order to us to make a transfer from any of your deposit accounts or any of your loan accounts given through Gotham Internet Banking can be canceled after it is given to us.

8. Authorization and appointment of agent. You authorize us and appoint us as your agent to take on your behalf any action we believe necessary or appropriate to implement any order described in Section 6 that is given through Gotham Internet. For example, you authorize us and appoint us as your agent to on your behalf (a) withdraw money from any of your deposit accounts and deposit the money in any other of your deposit accounts in order to implement any order to us to transfer funds from the first account to the other account given through Gotham Internet Banking and (b) withdraw money from any of your deposit accounts and use the money to make any payment under any of your loan accounts in order to implement any order to us to transfer funds from the deposit account to the loan account given through Gotham Internet Banking . Our withdrawal of money from any of your deposit accounts or loan accounts under the authority given and the appointment as your agent made in the first sentence of this section will be as effective as though you had signed a check or withdrawal form to make the withdrawal or to obtain the credit.

9. Fees. You must pay us each fee we impose for the use of Gotham Internet, and you authorize us to charge the fee against any of your deposit accounts or any other deposit account you have with us now or in the future. The schedule accompanying this agreement shows the fees we impose for the

use of Gotham Internet, which are in addition to the fees applicable to any of your deposit accounts or any other deposit account you have with us now or in the future. [SEE ATTACHED FEE SCHEDULE]

10. Statements. We will send or deliver a statement for each of your deposit accounts to you approximately once a month. The statement will show all transactions credited to or charged against the account during the period covered by the statement.

11. Business days. Our business days are Monday through Friday, excluding legal holidays.

12. Our liability for failure to complete transactions. With exceptions and to the extent provided by applicable law, we will be liable for damages you suffer as a result of our failure to make, on time and in the correct amount, any transfer of funds to or from any of your deposit accounts ordered by a timely and properly initiated order to us to make the transfer given through Gotham Internet Banking. Whether the order is timely will be determined under Section 7. The order will not be properly initiated unless (a) the computer, related equipment and software you use for Gotham Internet and each telephone, internet access and other service you use to connect to Gotham Internet are properly functioning, (b) the instructions on how to give the order to us are properly followed, (c) the order is as described in Section 6 and is correct and complete and (d) the transfer would not be subject to any limitation referred to in Section 7. Examples of exceptions to our liability are as follows: (a) we do not receive the order; (b) before the order is to be charged against the account from which the transfer or payment is to be made, your right to use Gotham Internet is canceled; (c) when we process the order or when the order is to be charged against the account from which the transfer is to be made, we in good faith believe that the order was given without your authorization (for example, because any of your identification numbers has been reported lost or stolen) or is fraudulent; (d) the order is to make a transfer and, before the order is to be charged against the account from which the transfer is to be made, either that account or the account to which the transfer is to be made is closed; (e) the account from which the transfer is to be made is a deposit account and through no fault of ours, when we process the order or when the order is to be charged against the account, the amount of the transfer or payment exceeds the amount of money available for withdrawal from the account (taking into account, if the account is tied to a loan account with us, the amount of credit available under the loan account); (f) the order is to make a transfer from a loan account to a deposit account and through no fault of ours, when we process the order or when the order is to be charged against the loan account, the amount of the transfer exceeds the amount of credit available under the loan account; (g) when we process the order or when the order is to be charged against the account from which the transfer is to be made, money in the account is subject to any legal process (for example, a tax levy, a subpoena or an order providing for restraint, attachment, garnishment or execution) restricting its removal from the account or is the subject of a dispute; (h) when the order is given, Gotham Internet is unavailable because maintenance work is being performed on it; (i) we are prevented from making the transfer by a technical malfunction and when the order is given the person giving it knows that Gotham Internet is not functioning properly; (j) an occurrence beyond our control (for example, a fire, flood, failure or malfunction of equipment or delay or loss of mail by the postal service) prevents us from properly making the transfer despite our exercise of reasonable care to prevent the occurrence and our exercise of diligence to make it despite

the occurrence; and (k) our failure to make the transfer is justified by any provision of this agreement, by any provision of any other agreement between you and us concerning any of your deposit accounts, any of your loan accounts or transfers of funds to or from any of your deposit accounts or any of your loan accounts or by applicable law. If we are liable for damages you suffer as a result of our failure to make the transfer on time and in the correct amount, we will be liable for actual damages only and not consequential or punitive damages if the failure was not intentional and resulted from a bona fide error despite our maintenance of procedures reasonably adapted to avoid the error.

13. **Notice of loss, theft or unauthorized use.** If you believe that any of your identification numbers has been lost or stolen or that any transaction involving any of your deposit accounts may have been or may be made without your authorization, you must contact our Internet Department at once. You can do so by telephoning 212-944-2599 and asking for our Internet Department or writing Gotham Bank of New York, 1412 Broadway, New York, NY 10018, Attention: Internet Department.

14. **Liability for unauthorized use.** You may have to bear the loss of money taken from any of your deposit accounts in any transaction or series of transactions ordered through Gotham Internet by an order or orders to us initiated by using any of your identification numbers. How much of the loss you will have to bear will depend on when we are notified that any of your identification numbers has been lost or stolen or that there are circumstances indicating that a transaction involving any of your deposit accounts ordered through Gotham Internet has been or may be initiated by using any of your identification numbers without your authorization. If we are notified within 2 of our business days after the date you learn of the loss, theft or possible unauthorized transaction, you will have to bear (subject to limitations under federal law) as much as \$50 of the loss. If we are not notified within those 2 business days and we can show that we could have stopped the taking of the money had we been notified during those 2 business days, you will have to bear (subject to limitations under federal law) as much as \$500 of the loss. In addition to any loss you must bear under the two preceding sentences, if any statement for any of your deposit accounts that we send or deliver to you shows any transaction involving any of your deposit accounts ordered through Gotham Internet by an order to us initiated by using any of your identification numbers without your authorization, we are not notified of the unauthorized transaction within 60 days after the date we send or deliver the statement to you and we can show that we could have stopped the taking of the money had we been notified of the unauthorized transaction during those 60 days, you will have to bear (subject to limitations under federal law) all of the loss occurring after the end of those 60 days and before we are notified of the unauthorized transaction. For a good reason (such as a long trip or hospital stay by you), we may extend the periods of 2 of our business days and 60 days referred to in this section for a reasonable time.

15. **Disclosure.** In the regular course of our business, we will disclose information concerning any of your deposit accounts or any transaction involving the account (a) as necessary to complete the transaction or to resolve any error concerning the transaction, (b) in any statement we send or deliver for the account, (c) to someone in whose name the account is open, (d) in accordance with the written permission of someone in whose name the account is open, (e) to verify the existence and condition of the account or to report our experience concerning the account to a third party such as another

financial institution, a credit reporting agency or a merchant, (f) to any affiliate of ours for the purpose of offering or providing another product or service to you, (g) to any agent, contractor or vendor of ours for the purpose of providing any service to us in the regular course of our business or completing marketing activities of ours (for example to any other party providing any service to us in connection with Gotham Internet) or (h) to comply with applicable law, any order of any court or any order or request of any other governmental body.

16.Cancellation. You can cancel your right to use Gotham Internet at any time by notifying us in writing. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it. At any time, for any reason and without notifying you that we are going to do so, we can cancel your right to use Gotham Internet. The cancellation will take effect immediately unless we decide to have it take effect later. Once the cancellation by you or us of your right to use Gotham Internet takes effect, we can, but we will not have to, process any order described in Section 6 that is given through Gotham Internet before the cancellation takes effect. The cancellation by you or us of your right to use Gotham Internet will not affect any of your obligations under this agreement.

17.Electronic mail. Electronic mail sent to us through Gotham Internet must not be used to communicate urgent information (for example, a stop payment order or a report of an unauthorized transaction involving a deposit or loan account). We will not have to take any action based on any electronic mail sent to us through Gotham Internet until we receive and have a reasonable time to act on the electronic mail.

18.Recording and obtaining of information. You consent to the recording by us or any other party providing any service to us in connection with Gotham Internet of any information, notice, order or other communication sent through Gotham Internet (for example, electronic mail sent to us through Gotham Internet).

19.Reasonable time to act. A reasonable time for us to act on any information, notice, order or other communication or document received by us (for example, electronic mail sent to us through Gotham Internet) will not end until at least the close of business on our first business day after our business day we receive the information, notice, order or other communication or document.

20.Notices and change of address. Any notice we send you concerning this agreement or Gotham Internet will be sent to your current mailing address shown in our records concerning this agreement. We can send it by regular mail. If your mailing address changes, you must promptly notify us in writing of the new address. Any notice you give us concerning this agreement or Gotham Internet must be given in writing unless applicable law provides that it can be given in any other way.

21. Changes in agreement or Gotham Internet. No change in this agreement can be made except in a writing signed by us. We can change this agreement or the schedule accompanying this agreement at any time, and we can change Gotham Internet at any time by adding, deleting or changing any feature of Gotham Internet. We will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. If applicable law does not require us to send

or deliver any notice of the change to you, we will either send or deliver a notice of it to you or post a notice of it in our banking offices. By using any added or changed feature of Gotham Internet, you will be agreeing to be bound by all our requirements relating to the added or changed feature.

22.No notice or loss of rights. We can exercise, give up, fail to exercise or delay exercising any of our rights with respect to you or Gotham Internet without notifying you. By exercising, failing to exercise or delaying the exercise of any of the rights, we will not lose it or any other of the rights. By giving up any of the rights on any occasion, we will not lose it on any other occasion or lose any other of the rights.

23.Giving up of rights. None of our rights with respect to you or Gotham Internet can be given up by us except in a writing signed by us.

24.No transfer of rights and obligations. You cannot transfer any of your rights and obligations under this agreement or with respect to Gotham Internet to anyone else. Any transfer of any of the rights and obligations will be void.

25.Conflicts. If any part of this agreement conflicts with applicable law, the law will control, and this agreement will be considered changed to the extent necessary to comply with it.

26.Continued effectiveness. If any part of this agreement is determined by a court to be invalid, the rest will remain in effect.

27.What law applies. Any legal question concerning this agreement or Gotham Internet will be decided in accordance with (a) New York State law without regard to the law of any other state and (b) to the extent applicable, federal law.

28.Entire agreement. Except for any agreement between you and us concerning any of your deposit accounts, any of your loan accounts or transfers of funds to or from any of your deposit accounts or any of your loan accounts, this agreement is the final and complete agreement between you and us concerning Gotham Internet. If any part of any agreement described in the preceding sentence is incompatible with any part of this agreement, the part of this agreement will control. Any statement concerning Gotham Internet made by any of our employees or anyone else is not part of this agreement.

29.Agreement. By using Gotham Internet or allowing anyone else to have any of your identification numbers or to use Gotham Internet in any way described in Section 6, you agree to be bound by all provisions of this agreement, all our requirements relating to any feature of Gotham Internet, all legal terms and conditions contained on the home page of our Worldwide Web site, if any, and all provisions of the license agreement for any browser software used to access Gotham Internet.

30. Customer Service-Problems or Errors. Telephone customer service assistance at 212-944-2599 and request the Internet Department or

Write us at: Gotham Bank of New York,
 1412 Broadway
 New York, NY 10018
 Attention: Internet Department

as soon as you can, if you think that your statement 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 appeared and you must provide us with the following information:

- (1) Tell us your name and account number.
- (2) Describe the error or the 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.
- (3) 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 tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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. 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. If the error involves an electronic transfer to or from your account within 30 days after the date the first deposit in your account was made, each 10 business day period referred to in this paragraph will be 20 business days, and the 45-day period referred to in this paragraph will be 90 days.

If we decide there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

COMMERCIAL CUSTOMER RIDER TO GOTHAM INTERNET AGREEMENT
Gotham Bank of New York

The following applies if an application for Gotham Internet is signed by an individual on behalf of a corporation, partnership, limited liability company or other organization or an application for Gotham Internet is signed by an individual on his or her own behalf but none of the deposit accounts identified in the application is established primarily for personal, family or household purposes:

1. Section I of the agreement is changed by adding at the end of the section the following sentence:

But, if an application for Gotham Internet is signed by an individual on behalf of a corporation, partnership, limited liability company or other organization, (a) "you" and "your" refer to that corporation, partnership, limited liability company or other organization rather than to that individual, and (b) "your identification numbers" means not only all the customer identification numbers and personal identification numbers assigned to you by us or chosen by you for use with Gotham Internet but also all the customer identification numbers and personal identification numbers assigned for that purpose by us to, or chosen for that purpose by, any individual designated in your application to act on your behalf in connection with Gotham Internet.

2. Section 3 of the agreement is changed as follows:

B. The third, fourth and fifth sentences of the section are replaced with the following sentences:

If you are an individual, (a) we will assign a customer identification number to you, but you can rename it with an alias, (b) we will assign a customer identification number to each other individual designated in your application to act on your behalf in connection with Gotham Internet, but he or she can rename it with an alias, (c) your personal identification number will initially be the last four digits of your employer identification number or, if you do not have an employer identification number, the last four digits of your social security number, but you will be required to choose a new personal identification number for use with Gotham Internet Banking, and (d) the personal identification number of each other individual designated in your application to act on your behalf in connection with Gotham Internet will initially be the last four digits of your employer identification number or, if you do not have an employer identification number, the last four digits of your social security number, but he or she will be required to choose a new personal identification number for use with Gotham Internet Banking. If you are a corporation, partnership, limited liability

company or other organization, (a) we will assign a customer identification number to each individual designated in your application to act on your behalf in connection with Gotham Internet, but he or she can rename it with an alias, and (b) the personal identification number of each individual designated in your application to act on your behalf in connection with Gotham Internet will initially be the last four digits of your employer identification number, but he or she will be required to choose a new personal identification number for use with Gotham Internet Banking. No personal identification number for any card that is tied to any deposit account should be chosen as a new personal identification number for use with Gotham Internet Banking.

C. The sixth and seventh sentences of the section are replaced with the following sentences:

No one other than you or anyone designated in your application to act on your behalf in connection with Gotham Internet must be allowed to have any of your identification numbers unless you authorize, or anyone designated in your application to act on your behalf in connection with Gotham Internet authorizes, him or her to use your identification numbers to initiate orders described in Section 6 through Gotham Internet. You and anyone designated in your application to act on your behalf in connection with Gotham Internet must keep your identification numbers confidential and in a secure location separate from the computer, related equipment and software you use for Gotham Internet.

3. Section 4 of the agreement is changed by replacing the text of the section with the following sentence:

You will be responsible for each transaction ordered by any order described in Section 6 that is given through Gotham Internet by you, anyone designated in your application to act on your behalf in connection with Gotham Internet or anyone else you allow, or anyone designated in your application to act on your behalf in connection with Gotham Internet allows, to have any of your identification numbers or to use Gotham Internet in any way described in Section 6 .

4. Section 8 of the agreement is changed by adding the following sentence at the end of the paragraph:

Our liability for damages you suffer as a result of our failure to comply with any order will be determined by applicable law and any agreement between you and us concerning your payment account, but in no event will we be liable to you for consequential or punitive damages.

5. Section 12 of the agreement is changed as follows:

a. The first sentence of the section is changed to read as follows:

Our liability for damages you suffer as a result of our failure to make, on time and in the correct amount, (a) any transfer of funds to or from any of your deposit accounts ordered by a timely and properly initiated order to us to make the transfer given through Gotham Internet Banking will be determined by applicable law and any agreement between you and us concerning the account or transfers of funds to or from the account, but in no event will we be liable to you for consequential or punitive damages.

b. In the fourth sentence of the section, the words "Examples of exceptions to our liability are as follows" are replaced with the words "Without limiting the first sentence of this section, in no event will we be liable to you if any of the following things happens".

c. The last sentence of the section is deleted.

6. Section 13 of the agreement is changed by adding at the end of the section the following sentence:

If any statement for any of your deposit accounts we send or deliver to you indicates that a transaction involving the account may have been without your authorization during the period covered by the statement or that we may have made an error with respect to the account during that period, you will lose any right to make any claim against us based on the transaction or error unless you notify us in writing of the transaction or error within 14 days after the date we send or deliver the statement to you.

Any individual designated in your application to act on your behalf in connection with Gotham Internet can do on your behalf anything that you can do under Section 8 or 13 of the agreement.

7. Section 14 of the agreement is changed by replacing the text of the section with the following sentence:

How much you will have to bear of the loss of money taken from any of your deposit accounts in any transaction or series of transactions ordered through Gotham Internet by orders to us initiated by using any of your identification numbers will be determined by applicable law and any agreement between you and us concerning the account or transfers of funds from the account, but (a) in no event will we be liable to you for the loss of money taken from the account in any transaction or series of transactions ordered through Gotham Internet by an order or orders to us initiated by the use of any of your identification numbers by anyone else you allow, or anyone designated in your application to act on your behalf in connection with Gotham Internet allows, to have any of your identification numbers, (b) in no event will we be liable to you for the loss of money taken from the account in any transaction or series of transactions ordered through Gotham Internet by an order or orders to us initiated

by the use of any of your identification numbers unless we fail to exercise ordinary care in processing the transaction or transactions and (c) in the case of any loss of money taken from the account in any transaction or series of transactions ordered through Gotham Internet by an order or orders to us initiated by the use of any of your identification numbers, our liability will be limited to the amount of the transaction or transactions less any amount that, even with our exercise of ordinary care, would have been lost.

8. Section 29 of the agreement is changed by adding at the end of the section the following sentence:

Also, if anyone designated in your application to act on your behalf in connection with Gotham Internet uses Gotham Internet or allows anyone else to have any of your identification numbers or to use Gotham Internet in any way described in Section 6 , you will be agreeing to be bound by all those provisions, requirements and legal terms and conditions.

9. The information in Section 30 is changed by changing the reference to "60 days" in the first paragraph to " 14 days" and by deleting the last 2 paragraphs.