



## CONSENT TO ELECTRONIC DELIVERY

### General

This Consent to Electronic Delivery (this ‘Consent’) applies to all required disclosures and agreements regarding **all accounts** you currently have or subsequently open with New York Community Bank (the ‘Bank’), and is effective until you withdraw your consent. Your agreement to accept disclosures, agreements, Form 1099-INT and other documents (‘Account Documents’) electronically means that once the Bank presents Account Documents to you in electronic form, and you accept them, your accounts will be governed by the Account Documents. In addition, by agreeing to accept Account Documents electronically, you also agree that:

- (a) Your Statements cannot be combined.
- (b) Your computer system meets the hardware and software requirements stated below; and
- (c) You will promptly notify the Bank of any change in your e-mail address and/or U.S. mailing address, by either
  - (1) e-mailing at [onlinebanking@mynycb.com](mailto:onlinebanking@mynycb.com), or (2) calling 877-786-6560, or
  - (3) writing to:  
New York Community Bank  
Online Banking Department  
PO Box 820  
Central Islip, NY 11722

### Opening an Account/Accepting Electronic Delivery of Account Documents

In order to open an account online, you must accept electronic delivery of the Account Agreement and the other Account Documents.

If you have accepted electronic delivery of Account Documents for any of your accounts, all future changes to Account Documents will be delivered to you and entered into electronically, as allowed by applicable law, except as described below. The documents that will be delivered electronically include, but are not limited to: (1) Account Agreements and other Account Disclosures, (2) preauthorized electronic funds transfer authorizations and confirmations, (3) notices about the maturity and renewal of your time deposit account, (4) account statements, (5) change-in-terms information for your account, (6) any other disclosures that we are required to provide, (7) required periodic disclosure notices related to: electronic funds transfers error resolution, loan billing rights and the Company’s Privacy Policy, (8) notices related to any dispute you might raise under the Uniform Commercial Code, the Electronic Funds Transfer Act or the Truth in Lending Act, and (9) Form 1099-INT. Your consent to receive Form 1099-INT electronically will be effective so long as you have a deposit account with the Bank, unless you choose to withdraw your consent by contacting the Bank as provided below (see ‘Withdrawal of Consent’). The Bank will confirm the withdrawal of consent in writing (either electronically or by mail), including the effective date for the consent withdrawal. This withdrawal ensures the future delivery of Form 1099-INT will be made by paper documents but does not apply to the Form that has already been consented to and provided electronically. Even if you agree to accept electronic delivery of the documents described above, the Bank reserves the right to send you any documents described above in paper form (if, for example, the Bank has unexpected technical difficulties producing or sending electronic documents to you).

### Paper Copies

You may ask for paper copies of the Account Documents and/or Form 1099-INT by contacting the Bank as provided above, while your consent for electronic delivery is in effect, or after you withdraw your consent. The Bank may charge you a fee (please refer to the ‘Schedule of Fees’), for sending you non-electronic (paper) versions of Account Documents and Form 1099-INT, that have been provided to you previously in electronic form. Requesting a paper copy of Form 1099-INT or of any Account Document will not withdraw your consent for electronic delivery. (See ‘Withdrawal of Consent’ provision below) You must formally withdraw consent to begin receiving paper copies of Account Documents, including Form 1099-INT for the following year.

### Withdrawal of Consent

You may withdraw your consent to receive Account Documents electronically; this will not affect the legal effectiveness, validity, or enforceability of Account Documents that you accepted electronically prior to your withdrawal. If you withdraw your consent for electronic delivery of Account Documents for any reason (including changes in computer hardware or software required), the Bank will discontinue your electronic account services. To withdraw your consent for Account Documents, you must (1) send an e-mail to [onlinebanking@mynycb.com](mailto:onlinebanking@mynycb.com), (2) call the Bank at 877-786-6560, or (3) write to New York Community Bank, Online Banking Department, PO Box 820, Central Islip, NY 11722. The Bank may take up to three (3) business days to process your request.

If you withdraw your consent for electronic delivery of Account Documents or fail to give the Bank an updated or corrected e-mail address, the Bank may also close any online account or other account and transfer the funds in any such account to another similar type of deposit account that the Bank offers at that time through its usual retail branch channels. The Bank may use its discretion in deciding what type of account is similar to your online account and shall have no liability for exercising its discretion. This replacement account may pay a lower rate of interest, have a lower Annual Percentage Yield and/or have a different maturity date (if applicable). In addition, if your account is a time deposit account, an early withdrawal penalty may apply if the account is closed before its maturity date.

If you opened a My Community Free Checking Account on or after November 28, 2011, and you do not consent to the electronic delivery of Account Documents by the 20<sup>th</sup> calendar day after your account opening date, or if at any time you withdraw your consent for the electronic delivery of Account Documents, your account will be transferred to the My Community Basic Checking Account, for which the terms and conditions were provided to you at account opening. An account maintenance fee of \$2.00 is imposed each month for the My Community Basic Checking Account. The Bank will notify you of the change to your Account.

### System Requirements

To access and retain the Account Documents, you must have and be able to operate one of the following Internet browsers: Microsoft® Internet Explorer® (version 5.5 or higher), and Adobe® Acrobat® Reader (version 5.0 or higher), and either a printer or a computer with sufficient electronic space to print or store the Account Documents and this Consent.

### Agreement

Your electronic consent to the terms and conditions in this Consent is legally binding. Any transactions made to your account(s), whether by you or someone else, or electronic disclosures concerning it, are governed by this Consent.