

Online Banking Access Agreement and Electronic Funds Transfer Act Disclosure

RETAIN FOR YOUR RECORDS

1. **Agreement.** This Agreement, in addition to the Consumer Fee Schedule and Enrollment Form, is a contract that establishes the rules that cover your electronic access to your Accounts at Lakeland Bank ("Bank") through the Online Banking System ("System"). By using System, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements, schedules and disclosures (as applicable) for each of your Accounts at Bank, as well as your other agreements with Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is subject to applicable federal laws and shall be governed and construed under the laws of the State of New Jersey without giving effect to its conflict-of-law principles. Any disputes arising under this Agreement will be heard in any court of competent jurisdiction (state or federal) in the State of New Jersey.

2. **Definitions.** As used in this Agreement, the words "we", "our", "us" and "Bank" mean Lakeland Bank. "You" and "your" refer to the accountholder authorized by Bank to use System under this Agreement, and anyone else authorized by that accountholder to exercise control over the accountholder's funds through use of system. "System Services" means the services provided pursuant to this Agreement. "Account" or "Accounts" means your accounts at Bank. "Bill Payment Service(s)" means the system that permits bill payments (electronic and paper) and electronic fund transfers and payments. "Person to Person" means a transaction that is initiated and the funds are transferred between your bank account and the bank account of another individual. "Payee" means anyone you designate to receive Bill Payments and Bank accepts as a Payee. "Business Day" means Monday through Friday, excluding Federal holidays. "Electronic Funds Transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, and transfers to and from your Accounts using System. "Website" means [www.lakelandbank.com](http://www.lakelandbank.com). All other capitalized terms relate to forms or services defined or referenced elsewhere in the Agreement.

3. **Access.** To use System, you must have an Access ID, at least one Account at Bank, access to the Internet, and a valid e-mail address. Once we have received your completed Enrollment Form and have verified your Account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned Access ID and temporary password. Access IDs, along with System profiles, are registered to individual users and are not meant to be shared, even among joint Account owners. Each Account owner may enroll for his/her own Access ID. If you give someone your Access ID, password or other login credentials, you are authorizing that person to use System and you are responsible for all transactions the person performs under your Access ID. If you revoke this authorization, you agree to notify us and change your password immediately. If you do not notify us immediately of the revocation, you will be responsible for all transactions conducted by the authorized individual prior to your providing notification. You agree that we are authorized to act on instructions received under your Access ID and all transactions that person performs, including those transactions you did not intend or want performed, are authorized transactions. You understand and agree that each joint accountholder is jointly and independently responsible for all actions that affect your Account. We undertake no obligation to monitor transactions through System to determine that they are made on your behalf. If you do not access System for a period of 180 days, your Access ID will be deactivated and you will not be able to access System, including eStatements and Bill Payment Services. In order to gain access to System, you will have to re-enroll.

4. **Accounts.** System can be used to access only your Accounts on which you are an owner or designated signer.

5. **System Services.** You can use System to check the balance of your Accounts, view Account transaction history, transfer funds between your Accounts, view check, deposit slip and deposited item images, make loan payments and advances, make stop payment requests (subject to the restrictions noted below), change your e-mail address, set-up automated electronic notifications, download Account statements, enroll for and download eStatements, and make Bill Payments (including Person to Person and Fund Transfers) and receive eBills if you are enrolled in the Bill Payment Service. Balance and activity information as of the close of a Business Day is available at the start of the following Business Day, and may include transactions posted to your Account on the current Business Day.

6. **Hours of Access.** You generally may use System seven days a week, twenty-four hours a day, although some or all System Services may not be available occasionally due to certain circumstances, including but not limited to emergency or scheduled System maintenance, interruption of data or communications circuits, inclement weather conditions or other emergency circumstances. We shall use our best efforts to post notice of any extended periods of non-availability on the Website, but we shall not be responsible for any claims, fees, penalties or the like incurred by you related to such inability to access or utilize the System under such circumstances.

7. **Passwords.** For security purposes, to access your Accounts, you must enter your assigned Access ID and password. During the initial logon, you will be required to change the temporary password assigned by Bank to one of your choosing. You determine what password you will use, and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password, and you are responsible for all financial transactions performed using your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly and if you or Bank suspects that your password or access to System has been compromised. Upon three unsuccessful attempts to use your password, your login session will be locked out for five (5) minutes. After that time, you may try again to enter a correct Access ID and password combination. Failure to enter your login information correctly will result in revoked access to System. To re-establish your authorization to use System, you must contact us to have your password reset or to obtain a new temporary password. Minimum password requirements are determined and set by Bank, and may be revised from time to time. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, etc., and should be memorized rather than written down. In addition to passwords, separate security devices and/or procedures may be required, as determined by Bank, to access System, including, but not limited to: (a) one-time-password generating devices ("Tokens"); (b) computer identification files ("Cookies"); and/or (c) security questions and answers. The requirements and use of these additional security measures will be determined and updated by Bank, from time to time.

8. **Security.** You understand the importance of your role in preventing misuse of your Accounts through System and you agree to promptly examine your paper or electronic statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. Your Access ID and password, along with security questions and/or computer recognition processes, are intended to provide security against unauthorized entry and access to your Accounts. You agree that properly logging off the System (by clicking the "log out" or "log off" button) is required to protect access to your profile and information related to your Accounts. Data transferred via System is encrypted in an effort to provide transmission security and System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that data transfers utilizing System, or e-mail transmitted to and from us, will not be monitored or read by others.

9. **Fees and Charges.** You agree to pay the fees and charges for your use of System Services as set forth in the applicable Consumer Fee Schedule, which you acknowledge may be changed by Bank at any time. You agree that all such fees and charges will be deducted from the primary Account designated on your Enrollment Form. If you close your primary Account, you must contact us immediately to designate another primary Account. If you fail to designate a primary Account, we will apply any such fees to any Account on which you are an owner and that is subject to Bank's right of setoff. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement, such as those fees that are applicable under the deposit agreement for your Account. You are also solely responsible for any and all telephone, data and internet service fees you incur in connection with your use of System.

10. **Posting of Transfers.** Transfers initiated through System before 6:00 p.m. Eastern Time on a Business Day are posted to your Account the same day. Transfers completed after 6:00 p.m. Eastern Time on a Business Day, Saturday, Sunday or Bank holiday will be posted on the next Business Day. You agree to communicate with any other persons with authorized access to your Accounts concerning any transfers, loan payments, loan advances or bill payments from your Accounts in order to avoid overdrafts or exceed available credit limits.

11. **Overdrafts (Order of Payments, Transfers, and other Withdrawals).** If your Account has insufficient funds to perform all Electronic Fund Transfers you have requested for a given Business Day, then: (a) Electronic Funds Transfers involving currency disbursements, like ATM withdrawals, will have priority; (b) Electronic Fund Transfers initiated through System which would result in an overdraft of your Account may, at our discretion, be cancelled; and (c) In the event the electronic fund transfers initiated through System which would result in an overdraft of your Account are not cancelled, uncollected funds or overdraft charges may be assessed pursuant to the terms of the deposit agreement for that Account.

12. **Limits on Amounts and Frequency of System Transactions.** The number of transfers from Accounts and the amounts which may be transferred may be limited pursuant to the terms of the applicable deposit agreement and disclosures for those Accounts. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

13. **System Stop Payments.** You may initiate stop payment requests via System only for (a) paper checks you have written; (b) electronic (ACH) items; and (c) Bill Payment drafts drawn against your Account (refer to the Bill Payment Terms & Conditions if you are enrolled in the Bill Payment Service). To be effective, you must precisely identify, in the stop payment order, the name of the payee, the check number (if applicable), the amount, and the date of the check/item. You agree to review your Account transaction history to confirm that the check/item has not yet been presented and paid. Bank cannot effect a stop payment request on a check/item that has already been paid. You will incur stop payment charges as disclosed in the applicable Consumer Fee Schedule. The stop payment order is effective for six (6) months but may be renewed through System or in writing before the expiration of six (6) months. If a stop payment order is not renewed, it will automatically terminate and the Bank is free to pay the item. In such an instance, you hereby agree to release and do waive any and all claims against Bank with respect to the stop payment order or the check itself and you further agree to indemnify and hold Bank harmless with regard to any and all claims involving the stop payment order and/or check, which includes Bank's reasonable attorney's fees and costs.

You understand that there may be claims or demands made against Bank as a result of your stop payment request. If any claim or demand of whatever nature is made against Bank with respect to the stop payment order and/or the item itself, you agree to indemnify and defend Bank and to reimburse Bank for any such claims or demands, and for reasonable costs, expenses or attorney's fees that Bank may incur in defending itself against any such claims or demands. You understand that Bank will use all reasonable efforts to comply with a stop payment order. However, you understand fully that unless the item number, the date of the item, and the amount of the item are correctly entered on the stop payment order, Bank assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished.

14. **Online Bill Payment Service.** If you have requested the Bill Payment Services, Terms and Conditions of the Bill Payment Services are provided separately through that service. In order to use Bill Payment Services, you must maintain active access to the System and at least one checking Account in good standing with Bank.

15. **Mobile Banking Service.** Access to your Accounts is available through the Mobile Banking Service and requires your System login credentials. If you have enrolled for the Mobile Banking Service, the Mobile Banking Terms & Conditions is provided separately. System Services, including Bill Payment Services, may be available through the Mobile Banking Service either in whole or in part, and may include additional services not referenced in this Agreement. Please refer to the Mobile Banking Terms & Conditions for details. Mobile Banking Services are made available through a downloadable app, mobile browser and SMS/Text. Message and data rates may apply.

16. **Alerts.** Your enrollment in Lakeland Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Lakeland Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Lakeland Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Lakeland Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts.

If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Lakeland Bank Online Banking. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 1-866-224-1379. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Lakeland Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Lakeland Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Lakeland Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your pass code or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

17. **Confidentiality.** We may disclose information to third parties about your Account or the transfers you make: (a) where it is necessary for completing transfers; or (b) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (c) in order to comply with government agency or court orders; or (d) if you give us written permission.

18. **Periodic Statements.** You will not receive a separate System statement for transfers to and from your Accounts using System. Transfers will appear on the respective periodic paper or electronic statements for Accounts.

19. **Change in Terms.** We may change any term of this Agreement at any time. If the change would result in increased fees for any System Service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account or our electronic fund transfer system. We will post any required notice of the change in terms on the Website or forward it to you by e-mail, online message or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our electronic fund transfer system, we will notify you of the change in terms within thirty

(30) days after the change becomes effective. Your continued use of any or all of the subject System Services after such notification is provided indicates your acceptance of the change in terms. We reserve the right—but will not be required—to waive, reduce or reverse charges or fees in individual situations, in Bank's sole discretion. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.

20. **In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments.** Contact us, as noted in the section entitled "Communications Between Bank and You," as soon as you can if you think your paper or electronic statement is wrong, or if you need more information about a transfer listed on your paper or electronic statement. We must hear from you no later than sixty (60) days after we sent the FIRST paper statement upon which the problem or error appeared, or sixty (60) days after an electronic statement was first made available to you. When you contact us, please: (a) tell us your name and Account number; (b) 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; (c) tell us the dollar amount of the suspected error; and (d) if the suspected error relates to a Bill Payment that was charged to your Account electronically (including a Person to Person or Fund Transfer), tell us the Account used to pay the bill, Payee name, the date of the payment, payment amount, and the Payee account number for the Bill Payment in question (this information appears on the Bill Payment system). If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within ten (10) Business Days.

We will communicate to you the results of our investigation within ten (10) Business Days (twenty (20) Business Days if related to a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if related to a new Account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days (twenty (20) Business Days if related to a new Account) 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 in the form of a paper writing within ten (10) Business Days, we may not provisionally credit your Account. An Account is considered a new Account for thirty (30) days after the first deposit is made, if you are a new customer. We will tell you the results within three (3) Business Days after completing our investigation. If we determine 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. If we have made a provisional credit, a corresponding debit will be made from your Account.

21. **Limitation on Our Liability for Failure to Make a Transfer.** If we do not complete a transfer to or from your Account, including a Bill Payment that was charged to your Account electronically (including a Person to Person or Fund Transfer) on time or in the correct amount, when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your Account to make a transfer.
- (b) If a legal order directs us to prohibit withdrawals from your Account.
- (c) If your Account is closed, or if it has been frozen.
- (d) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- (e) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (f) If any electronic terminal, telecommunication device, or any part of electronic fund transfer System is not working properly, and you knew about the problem when you started the transfer.
- (g) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your Payee-assigned account number, payment date, and payment amount for the Payee on a Bill Payment.
- (h) If you have not properly followed the on-screen instructions for using System.
- (i) If circumstances beyond our control (such as emergency maintenance, fire, flood, inclement weather or other natural disasters, interruption in telephone or other communication circuits, or other emergency circumstances) prevent the transfer, despite reasonable precautions that we have taken.
- (j) If the Bank determines that the Payee(s) are blocked by governmental, including OFAC, restrictions.
- (k) If the recipient of a Person to Person transfer fails to retrieve his/her payment in a timely manner.

22. **Your Liability for Unauthorized Transfers.** CONTACT US AT ONCE if you believe your password or password device has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your Accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. If you contact us within two (2) Business Days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within two (2) Business Days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your Accounts without your permission if you had told us, you could lose as much as \$500. Also, if your paper or electronic statement shows transfers that you did not make, CONTACT US AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed or first made available electronically to you, you may not get back any money you lost through transactions made after the sixty (60) day time period 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 contacting us, we may extend the time periods.

23. **Disclaimer of Warranty and Limitation of Liability.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the System Services provided to you under this Agreement. We do not and cannot warrant that System will operate without errors, or that any or all System Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty.

Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through System.

24. **Your Right to Terminate.** You may cancel your System Services at any time by providing us with written notice by postal mail, fax or in person. Your access to System will be suspended within three (3) Business Days of our receipt of your instructions to cancel the System Services. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

25. **Our Right to Terminate.** You agree that we can terminate or limit your access to System Services, including Bill Payment Service, for any of the following reasons: (a) without prior notice, if you have insufficient funds in any one of your Accounts. System Services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits; (b) upon three (3) Business Days' notice, if you do not contact us to designate a new primary Account immediately after you close your primary Account; (c) without prior notice, if you have not made or scheduled a Bill Payment for a period of ninety (90) days (Bill Payment Service only); or (d) upon reasonable notice, for any other reason, as determined in our sole discretion.

26. **Communications between Bank and You.** Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- (a) E-mail - You can contact us by e-mail at [eBanking@lakelandbank.com](mailto:eBanking@lakelandbank.com);
- (b) Telephone - You can contact us by telephone at 866-224-1379
- (c) Postal Mail - You can write to us at: Lakeland Bank, 250 Oak Ridge Road, Oak Ridge, New Jersey 07438, Attn: eBanking Department;
- (d) In Person - You may visit us in person at any one of our locations.

27. **Consent to Electronic Delivery of Notices.** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on System, Website, online message or by e-mail. You agree to notify us immediately of any change in your e-mail address.

28. **Continuing Effect.** If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

29. **Continuation of Obligations.** Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

30. **Headings.** The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

31. **Waiver.** Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

32. **Assignment.** You may not assign this Agreement. Any such purported assignment by you shall be void.

33. **Successors and Assigns.** This Agreement is binding upon your heirs and Bank's successors and assigns.

34. **Entire Agreement.** This Agreement, together with the Enrollment Form, Consumer Fee Schedule and such other deposit agreements described or referenced herein, constitute the entire agreement between you and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

35. **Online Privacy Statement.** Bank is committed to safeguarding information about our customers and does not collect identifying information about visitors to its Website. Consumer visitors and customers using this Website may be subject to both the Online Privacy Statement, which pertains to information that is collected when you visit or transact business on this Website, and the Bank's Privacy Notice, which explains Bank's policy regarding consumer information applicable to our products and services in general. Please refer to Bank's Website ([www.lakelandbank.com](http://www.lakelandbank.com)) for the Online Privacy Statement and Privacy Notice.