



Consumer Deposit Account Agreement

Please read this Agreement carefully. You are agreeing to these terms and conditions. This Agreement includes, among other things:

- our obligations to you;
- waiver of "two or more signature" requirements on Accounts;
- the ways in which we may send you notices and disclosures;
- limitations on our liability to you;
- your agreement to arbitrate certain disputes arising under portions of this Agreement; and
- your mutual agreement with us regarding the laws governing the services offered under this Agreement.

INTRODUCTION - In this Deposit Account Agreement, each person with a legal or beneficial ownership interest in a deposit account maintained at Lakeland Bank ("Account"), is referred to as "you" and "your." Lakeland Bank, its parent companies, wholly or majority-owned subsidiaries, affiliates, successors and assigns and any of their respective employees, officers and directors are referred to as "we," "our," and "us."

This Deposit Account Agreement contains the terms and conditions governing your Accounts with us. As used in this document, the term "Agreement" means this document, the signature card, and any other disclosures, agreements or documents that we provide to you in connection with the Account or any Account services.

If any of the disclosures, agreements or documents that are part of the Agreement have terms that are inconsistent, the disclosure, agreement or document that is more specific will control with respect to the inconsistency. We recommend that you keep a copy of the Agreement for as long as you have an Account with us. We will provide you with a copy of the Agreement upon your request.

Each of you signing the signature card for an Account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time.

DEFINED TERMS

"Account" means the personal checking, savings, money market savings, or certificate of deposit Account you have opened with us. This includes Accounts that are opened for personal, family, or household purposes, and for not-for-profit organizations.

"ACH" (Automated Clearing House) means an electronic deposit to or withdrawal from your Account, such as a directly deposited payroll check or a bill payment, sent to us or by us through the "Automated Clearing House" network.

"Business Day" means Monday through Friday, excluding Federal holidays.

"Item" means a check, substitute check, purported substitute check, electronic item, draft, demand draft, preauthorized draft, remotely created check, remotely created item, remotely created consumer item, image replacement document, or **any** other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip and a bill pay instruction), automatic transfer, and electronic transaction (including a wire or an ACH transfer, a consumer ACH debit entry and an ATM transaction and card purchase transaction), any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed, and a cash-in ticket or a deposit adjustment or a photocopy or an image of any of the foregoing. This includes any representation of any such item.

"Owner" means each person who is an owner of an Account as indicated in our records.

OPENING YOUR ACCOUNT - Each Account you open or we offer is subject to the general terms and conditions and any specific terms and conditions relating to that type of Account that is set forth in this Agreement. If you open multiple Accounts, you may receive specific information for each Account, but this Agreement will cover all your Accounts with us.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all banks to (a) verify the identity of every person who opens an Account and (b) maintain records of the information used to verify your identity, your name, address and other identifying information. To do this, we will ask you for information such as your name, address, date of birth, etc., and other information that we believe is reasonably required by the government to comply with the federal laws. We may also ask to provide photo identification, such as a driver's license, which is used to validate your current address. Other identifying documents include a U.S. passport, U.S. Armed Forces military ID or government ID. In some instances, we may use outside sources to confirm the information.

ACCOUNT OWNERSHIP - You may choose to either open an Account by yourself, in your name only (an "Individual Account"), or with one or more individuals (a "Joint Account").

Each owner of an Account has the power to perform all the transactions available to the Account (for example, depositing funds, withdrawing funds, obtaining and releasing information about the Account, etc.). Which Account type you choose will determine the rights and liabilities you have as an Account owner and may also impact how funds are distributed from the Account in the event of your death. You may wish to consult your attorney when deciding what kind of Account is right for you. If you open a Joint Account, each of you and your co-owners will be jointly and severally liable to us for debit balances in the Account, including, without limitation, overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and other expenses of collection, including but not limited to collection agencies and those attorneys' fees and costs incurred at trial and on any appeal.

For most consumer Accounts, we do not allow convenience or authorized signers to be added to your Account. Unless you have one of the limited accounts that allow such additional signers, only the owner(s) of your Account and persons with a power of attorney acceptable to us (described below) for the owner(s) are entitled to conduct banking transactions and obtain information about your Account. We reserve the right to change the types of accounts that permit convenience or authorized signers and any convenience or authorized signers must be approved by us in writing before such person may conduct banking transactions or obtain information about your Account.

Individual Account

An Individual Account is an Account owned only by one individual. Generally, only the Account owner may write checks against the Account or withdraw money, among other things, regardless of who you believe actually owns the funds in the Account.

Joint Accounts Generally

A Joint Account is owned by two or more individuals. Each of the co-owners of a Joint Account will be entitled to access and use the Account. All funds in the Account will become the property of each co-owner as joint tenants. Each of the co-owners is authorized to act for all of the other co-owners and we may accept orders and instructions regarding the Account from any of the co-owners of the Account. These orders and instructions may include, without limitation, instructions to withdraw or transfer funds, including releasing all funds in the Account to any co-owner during the lifetime of all other co-owners, make payments, stop payments, pledge the Account as collateral for a loan, or even close the Account. Each co-owner will be jointly and severally liable for all actions taken and all obligations on the Account. For example, if your Joint Account becomes overdrawn by you or any of your co-owners, you will be liable for the full amount of the overdraft, regardless of whether you initiated or benefited from the item(s) that caused the overdraft. Any one of the Joint Account co-owners may, on behalf of all the other co-owners of the Account, consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under our Standard Overdraft Policy.

If we believe there to be a dispute between you and your co-owners or we receive inconsistent instructions from you and any of your co-owners, we may suspend or close the Account, require a court order to act, and/or require that you and all of your co-owners agree in writing to any transaction concerning the Account.

Each co-owner of a Joint Account must be present at the opening of a Joint Account. Otherwise, the Account may be designated an Individual Account until another co-owner signs the signature card for the Account.

You agree to notify us promptly if you learn or suspect an Account owner has been declared incompetent by a court or a legal authority, or has died. When we receive proper notice, we may:

- Freeze the Account until we receive documents verifying the incapacity or death and instructions regarding the funds remaining in the Account;
- Pay (without inquiring) any item authorized by the Account owner before being declared incompetent or dying;
- Return or reverse deposits made to the Account; and/or
- Apply funds in the Account to any debt the Account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an Account after the Account owner's death, the Account owner's estate is responsible for reimbursing us for the taxes.

We offer different types of Joint Accounts and each has its own rules:

Joint Account with Right of Survivorship (And Not As Tenants In Common): If one of the owners of a Joint Account with Right of Survivorship dies, the balance in the Account will belong to the surviving party or, if there are multiple surviving parties, the balance will be shared equally among the survivors who will continue to own the Account as joint tenants with survivorship.

In New Jersey, to be eligible to withdraw funds after the death of one of the Account owners, you must be a Class A Beneficiary and you must complete and file a State of New Jersey Form L-8. The estate of the deceased owner will have no rights to any of the funds in the Account. Unless otherwise designated in our records, every Joint Account is deemed to be a Joint Account with Survivorship.

Joint Account with No Survivorship: If one of the owners of a Joint Account with No Survivorship dies, the interest of the deceased owner will pass to the decedent's estate. We may freeze the Account until we have received satisfactory evidence as to the disposition of the Account (for example, a death certificate, a certificate designating an executor, etc.). We will open this type of Account only on a case-by-case basis, in our sole discretion.

Minor-Owned Account. A Minor-Owned Account is a type of Joint Account that is owned by a minor (that is, someone under the age of 18) and an adult (the minor's parent, legal guardian, or other adult). We do not offer minors Individual Accounts. An adult must be a co-owner of any Account owned by a minor. The adult may deny the minor's authority to control, transfer, write a check on, or make withdrawals from a Minor-Owned Account by notifying us in writing. Upon our receipt of such written notice, the minor may not control, transfer, write a check on, or make withdrawals from the Minor-Owned Account unless the adult provides written authorization or performs any requested transaction with you.

An Account held jointly between a minor and an adult is under the same obligations under this Agreement and adult as owner will be jointly and severally liable for, and will fully and promptly pay or otherwise discharge, any and all indebtedness, liabilities or other obligations arising by virtue of actions or transactions taken by or involving said minor which relate to or affect us or the Account, including but not limited to actions resulting in overdraft(s) of the Account or accommodation endorsements by the minor or the third party instruments not deposited in the Account. The obligation of such adult hereunder is an absolute, unconditional and continuing guaranty which will not terminate until all amounts owing to us by virtue of said minor's actions shall have been paid in full.

Fiduciary Accounts

A Fiduciary Account is opened or administered by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of someone else, either through a public legal appointment (for example, via a court order or a letter of administration) or through a private legal appointment (that is, when an attorney draws up a trust agreement of individual(s) to act for or manage the affairs of someone else). Examples of fiduciaries include an executor, administrator, trustee, or personal representative. With respect to all Fiduciary Accounts, including, without limitation, estate Accounts, guardianship Accounts, and conservatorship Accounts, and any formal trust Account, Uniform Transfer (Gift) to Minors Account, or any other custodial, agency or Fiduciary Account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal or transfer of funds held in the Account have the authority to withdraw or transfer such funds. This applies at the time of Account opening and at all times thereafter.

Fiduciary Accounts for minors, elderly, infirm or incompetents under the control of a court-appointed guardian or conservator are further designated as guardianship Accounts. Prior to opening a guardianship Account, you must provide us with Letters of Guardianship or Letters of Conservatorship.

If you open a Fiduciary Account with us or add a fiduciary to an existing Account, you agree that:

- We are not a trustee, nor are we acting in that capacity with respect to such Account(s);
- We have no responsibility for ensuring compliance with the terms of any document creating the fiduciary relationship or alerting anyone to a breach of the terms of such document; and
- Any actions taken by a fiduciary are the sole responsibility of the owner(s) and fiduciary and we shall have no liability for any actions that exceed the authority of the fiduciary, including any fraud.

Each owner and fiduciary further agree, jointly and severally, to indemnify and hold us harmless for any action, suit, lien, debt, obligation, costs, damages, liabilities, and judgments of any kind, nature, or amount, including any and all damages of any kind (whether consequential, special, punitive, compensatory, or otherwise), lost profits, interest, costs, expenses, fees, or attorney's fees, arising out of any cause of action, claim, demand or any other action related to the authority of or actions taken by a fiduciary with respect to a Fiduciary Account.

Estate Account

An Estate Account is established by an executor or administrator to handle the affairs of a deceased person's estate. Prior to opening an Estate Account, the executor or administrator must provide us with a current Letter Testamentary or a Letter of Administration showing that such person is the executor or administrator of the estate.

Uniform Transfer (Gift) to Minors Account

A Uniform Transfer (Gift) to Minors Account is one in the name of an adult custodian for the benefit of a person who is a minor at the time the Account is created. If you have established the Account as a custodian for a minor beneficiary under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act applicable under the laws of the state where you opened the Account. You will not be allowed to pledge the Account as collateral for any loan to you. Deposits in the Account will be held by us for the exclusive right and benefit of the minor. We have no duty or responsibility to monitor or insure that your acts are for the minor's benefit. We may, however, disclose information about the Account to the minor or the minor's representative(s). Once the minor reaches the age of majority (which in New York and New Jersey is 21 years of age), the minor will be entitled to possession of all of the funds in the Account, but any transfer of funds must be initiated by you.

You, in your individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by you in administering the Account.

Payable on Death (POD) Account

A POD Account is revocable at any time, and is payable on your death (if the Account is an Individual Account) or the death of the last surviving co-owner (if the Account is a Joint Account) to one or more payees designated on your Account as the POD Beneficiary (each a "Beneficiary"). While you are alive, the Beneficiary has no authority to obtain any information about or take any action on your POD Account, including making withdrawals. You may, by written direction to us, change the Beneficiary(ies) under your POD Account at any time. When you die, your POD Account will be owned by the Beneficiary(ies). Each Beneficiary will become the owner of equal share of the then-existing Account balance upon the last Account owner's death, unless otherwise specified by the Account owner. If a Beneficiary dies before the last Account owner, the Beneficiary's share will go to the Beneficiary's estate. We may require you to provide an address for any Beneficiary. If the POD Account is an interest-bearing Account and the funds are not claimed by a Beneficiary within sixty (60) days after the death of the last Account owner or after we receive notice of the last Account owner's death, whichever is later, we have the right to convert the Account into a non-interest bearing Account. We may be required by applicable law to make payments to a parent, custodian or guardian of the Beneficiary.

Power of Attorney

A power of attorney is a document you sign that authorizes someone else (your "Attorney-in-Fact") to conduct business on your behalf. Although, in most circumstances, your Attorney-in-Fact will have authority to do anything you can do regarding the Account, your Attorney-in-Fact is not an owner of your Account. We accept either durable or springing powers of attorney, and may reject any Power of Attorney that, in our sole discretion, is limited in a way that we are not able to accommodate, or we believe may expose us to liability.

A "durable power of attorney" is effective immediately upon execution of the document and in effect until it is revoked, even if you become disabled or incompetent. A power of attorney can only be revoked by you or by the court.

A "springing power of attorney" goes into effect in conjunction with an event, usually incapacitation (disability). We are not obligated to rely on or act upon a springing power of attorney unless we are supplied with proof to our satisfaction that you are indeed incapacitated as provided for in the power of attorney.

We reserve the right to refuse a power of attorney document for any reason whatsoever.

Sub-Accounts for Checking Accounts

For accounting purposes, all checking accounts consist of two sub-accounts: (i) a transaction checking sub-account where all deposits, withdrawals and fees are posted, and (ii) a savings holding sub-account. Although you cannot directly access the savings holding sub-account, you agree that we may automatically and unilaterally initiate individual transfers of funds between sub-accounts from time to time at no cost to you in order to meet your transactional needs. Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, earning interest, access and information, tax reporting, fees, etc.

Changing Account Products

We may change your Account to another product offered by us at any time by giving you notice, as required by law, that your Account will be changed to another product on a specified date. You may close your Account prior to the date specified in the notice; otherwise, your Account will be changed to the other product on the specified date. If your Account is a time account, the change will not occur before the next maturity date of your Account.

DEPOSITS

Generally

You may deposit funds into your Account at any time using any deposit method we accept, which may include deposits made by cash, check, ATM, ACH, internal transfer, wire transfer or by mobile deposit. While we may not notify you that a deposit was made to your Account at the time the deposit was made, all deposits will be reflected on the Statement (as defined below) that covers the time period in which the deposit was made. We may rely on the Account number on any deposit slip or similar record we receive, even if the Account number on such record is associated with a name that is different from the name you have provided to us at the time of the deposit. We take no responsibility for detecting any inconsistency between the Account number you provide and the name.

We reserve the right to refuse, limit, accept for collection only, place holds on or reverse any deposit or part of a deposit. Provisional credit may be given until collection is final for all items we accept for deposit, including items drawn on us. Even though we provide provisional credit prior to final collection, we only act as your agent for the item, regardless of the endorsement or lack of endorsement on the item deposited. Provisional credit may be reversed at any time without notice for lost, stolen or returned items. Actual credit for deposits of, or checks payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. (Processing times for final collection of foreign currency deposits vary and take as long as two months.) If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item.

Deposits received on a Business Day after our daily cutoff time or on a non-Business Day will be processed on the next Business Day. We are not responsible for deposits or other transactions sent by mail until we have received the delivery from the United States Postal Service or other common carrier.

Your funds will be made available in accordance with our Funds Availability Disclosure, a copy of which is being provided to you separately.

Deposit Errors

If we discover an error in the amount of your deposit or that funds were incorrectly deposited or transferred into your Account, we will credit or debit your Account, which may be done without prior notice, to correct the error.

Reimbursements to the Federal Government

We may debit from your Account(s) amounts that we are required to reimburse the federal government from any benefits payments deposited into one of your Accounts. Unless prohibited by applicable law, you may not receive prior notice. You also agree that the Account from which we deduct the funds to reimburse the government may not be the same Account into which the benefits payments were deposited. You agree that you are solely responsible for periodically checking the balances in your Account(s) and are responsible for ensuring that there are enough funds to complete any scheduled preauthorized debits or checks drawn on your Accounts.

Check Endorsements

If you deposit a check without endorsing it, we may endorse it on your behalf or just treat it as if you had endorsed it. If someone else endorses a check to you, effectively transferring the check and its proceeds to you, we may require all endorsers to verify or guarantee their endorsement, or endorse it in our presence.

WITHDRAWALS, CHECKS AND TRANSFERS

Generally

You, and your Account co-owners (and/or authorized signers or Attorneys in Fact), are the only persons authorized to withdraw or transfer funds from your Account, unless our Account records clearly indicate otherwise. Withdrawals and transfers from your Account can be made in multiple ways, which include, but are not limited to, an in-person withdrawal at one of our branches, by check or draft, by use of your ATM or debit card, by telephone, through Online Banking, by wire transfer, through ACH, or through another type of electronic fund transfer.

We may place reasonable restrictions on a large cash withdrawal. These restrictions may include, without limitation, requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal.

We reserve the right at any time to require at least seven (7) days' written notice of an intended withdrawal from a savings or

other interest-bearing Account.

Checks Presented Over The Counter

Except to the extent we have otherwise agreed with you in writing, we may refuse to pay a check or other item drawn on your Account when the item is presented over the counter instead of being deposited into the payee's account at another institution, or otherwise negotiated for payment through the check collection system.

Check Processing And Limitations

We may refuse to accept paper checks that were not purchased from or approved by us. If you choose to purchase paper checks through other sources, you should ensure that we approve the paper check prior to use to avoid us refusing or rejecting the check.

We use an automated system to process checks. That means that we may not individually examine your items to determine if an item is properly completed, whether there are any restrictive legends on your items, or whether a check is post-dated or stale-dated. An example of a restrictive legend placed on a check is "must be presented within 90 days" or "not valid for more than \$1,000." We are not required to honor any restrictive legend placed on a check you write unless we have agreed in writing in advance to the restriction.

A post-dated check is a check that is dated in the future. Unless you place a stop payment on a post-dated check and the check can be stopped, we may honor the post-dated check and charge your Account when the check is presented for payment.

A stale-dated check is a check that is more than six (6) months old based on the date of the check. While we are not obligated to, we may pay a stale-dated check presented for payment unless you place a stop payment on the check and the check can be stopped. We may also, at our option, dishonor the check and return it unpaid.

Check Storage and Copies

Although we do not, as a matter of course, return original paid checks or copies of canceled checks to you, you may request copies from us in any manner we allow from time to time.

Multiple Signatures

We are not required to comply with any multiple-signature requirement and you agree to waive any requirement of multiple signatures, even if you indicate at any time (whether expressly or not) that more than one signature is required.

Facsimile Signatures

Unless you make advance arrangements with us, we are not required to honor any facsimile, mechanical (including stamps) or computer-generated signature (each, a "Facsimile Signature"), but may do so in our sole discretion. If you make such advance arrangements with us, we will treat any check appearing to use your Facsimile Signature as if you had signed it. You must notify us immediately if you suspect your Facsimile Signature is being, or has been, misused.

Check Cashing

If someone who does not have an Account with us attempts to cash a check, draft or other instrument drawn on your Account at any of our branches, we may charge them a fee or refuse to cash it. We may also require that they provide us with reasonable identification which can include a fingerprint from the person presenting your check. Please plan accordingly.

Posting Order

The law permits us to pay items drawn on your Account in any order. We process items received by us for processing or settlement each Business Day. The order in which items are processed may affect the amount of overdraft or Nonsufficient funds charges or penalties you may incur.

Typically, deposits and credits are processed first, then withdrawals or other debits are processed next. We generally group withdrawals and other debits into categories as part of our processing practice, then process the withdrawals within each category based on our rules of order for that category. Items may post in the order they are processed by us, which may not be in the order in which they were made or executed. While not every withdrawal type or category is provided, we generally process withdrawals in the following order and post withdrawals within each category from the lowest to highest dollar amount (unless otherwise indicated):

- Internal debit transfers;
- ATM withdrawals;

- Other withdrawals, such as teller cash withdrawals;
- Transfers made via online banking;
- Telephone transfers;
- One-time Point of Sale ("POS") transactions;
- Automated Clearing House ("ACH") debits that do not include a check number;
- Recurring POS transactions;
- Wire transfer debits;
- ACH debits that include a check number;
- Checks (which are processed numerically by check number for the day on which they are processed with lower check numbers being paid first);
- Withdrawals to close an account;
- Bank fees, penalty fees and other adjustments (such as tax withholdings); and
- Monthly Account Service Charges

This general posting order description does not cover every kind of transaction we may process, and there can be exceptions to the posting order described above. You acknowledge and agree that we are allowed to determine, in our sole discretion, the categories of transactions, the transactions within a category, the order among categories, and the posting order within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may, in our sole discretion, make these changes at any time without notice to you, provided that such categories and processing order comply with applicable law, rule or regulation.

"Pending" Transactions

If you review your Account during the day, you will see that we show some transactions as "pending." These transactions impact your available balance, but have not yet posted to your account and do not guarantee that we will pay these transactions to your account if you have a negative balance at that time. We may still return a transaction unpaid if your balance has insufficient funds during that business day's nightly processing, even if it had been displayed as a "pending" transaction on a positive balance during the day. If a transaction that you made or authorized does not display as "pending," you are still responsible for it and it may still be posted against your account during nightly processing.

Overdrafts, Nonsufficient Funds and Uncollected Funds

We use your Account's available balance to determine whether there is enough money to pay for an item when it is presented for payment against your Account. Your available balance is the money available in your Account for you to use. We calculate your available balance by subtracting from your current balance the amount of any transactions that have been authorized but not yet settled and any holds placed on deposits that have not yet cleared.

Your Account's current balance (sometimes called the ledger balance) means the amount of funds our records show in your Account and only includes transactions (credits and debits) that have actually posted to your Account. The current balance does not include outstanding transactions (such as checks that have not yet been presented for payment and electronic transactions that have been authorized but are still pending) or any holds on your Account as permitted under our Funds Availability Policy Disclosure. Your available balance may not be the same as your Account's current balance, and an item may result in an overdraft or be returned unpaid regardless of your Account's current balance.

We will determine whether to pay or return an item based on your Account's available balance at the time the item presented for payment is processed by us. If your available balance is not sufficient to pay an item, we will determine, in our sole discretion, whether to pay the item and create an overdraft or return the item unpaid. If we choose to pay any item that overdraws your Account, meaning the amount of the item we pay is greater than your available balance resulting in a negative available balance, you agree that we will charge you an overdraft fee as allowed by applicable law and as set forth in the Consumer Fee Schedule applicable to your Account. The overdraft fee may be categorized as a Nonsufficient Funds Paid Item, which occurs when your available balance is insufficient to pay the item, or Uncollected Funds Paid Item, which occurs when your available balance is insufficient to pay the item specifically due to holds placed on your account in connection with a recent deposit(s). If your available balance is not sufficient to pay an item and we, in our sole discretion, choose to return the item unpaid, you agree that we will charge you an overdraft fee as allowed by applicable law and as set forth in the Consumer Fee Schedule applicable to your Account. The returned item fee may be categorized as a Nonsufficient Funds Returned Item fee, which occurs when your available balance is insufficient to pay the item, or an Uncollected Funds Returned Item, which occurs when your available balance is insufficient to pay the item specifically due to holds placed on your account in connection with a recent deposit(s).

Your Account's Monthly Service Charge may overdraw your Account, however, we will not assess an overdraft fee for this type of overdraft.

You must immediately pay the amount of any overdraft along with any fees that may apply. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. Our choice to pay an item that overdraws your Account one time or multiple times does not mean that we will pay future items that will overdraw your Account. You should not, by any means, rely on us to pay items that overdraw your Account regardless of how frequently or under what circumstances we have paid overdrafts on your Account in the past.

For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. If you want us to consider authorizing ATM withdrawals and one-time debit card transactions when the amount of your available balance is insufficient to cover the transaction at the time of authorization, you must provide affirmative consent, or opt-in, for us to pay ATM and one-time debit card transactions that would result in an overdraft when the transaction is presented for payment and charge you an overdraft fee, as allowed by applicable law. If you do not opt-in to allow us to pay ATM and on-time debit card transactions that result in an overdraft, we may still pay those transactions, in our sole discretion, and you are still required to promptly repay us the amount of the overdraft, but we will not charge you a fee. We have no control over how a merchant chooses to present an item for payment, such as submitting a check as an ACH payment or a one-time debit card transaction as a recurring debit card transaction, and we may process the transaction in the manner in which it is presented, which may, for example, result in one-time debit card transactions presented as recurring preauthorized transactions and vice versa.

If your Account has an Automatic Transfer (sweep) Arrangement, Overdraft Protection Line of Credit (Simply Reserve), or Overdraft Privilege feature (collectively referred to as "overdraft protection plans"), Items that would overdraw your Account may be paid as described in the terms of the overdraft protection plan(s) applicable to your Account.

If your Account is a Joint Account, each owner will be responsible for any overdraft and any liability arising under the Overdraft Protection Line of Credit, or Overdraft Privilege feature arrangement, regardless of which joint owner applied for the credit line, initiated the overdraft, or benefited from the proceeds.

An item returned unpaid due to nonsufficient funds or uncollected funds may be re-presented for payment multiple times. We will determine, in our sole discretion, whether to pay or return the item each time it is presented or re-presented to us for payment, which may result in your account being charged multiple fees related to the same item.

For a list of Overdraft Fees applicable to your Account(s), please see our Consumer Fee Schedule, a copy of which is provided to you separately.

Stopping Payments

If you do not want us to pay a check written on your Account, you may instruct us to stop a payment by contacting us either in person at one of our branches, by telephone, or via Online Banking and providing us with (a) your Account number; (b) the number, date and amount of the item; and (c) the payee. Note that you will be charged a stop payment fee for each stop payment request. (Please see our Consumer Fee Schedule)

You must provide us with accurate and complete information or your request may not be fulfilled in time. You must instruct us to stop a payment before one hour after the opening of the next banking day (a day on which the Bank is open for business) after the banking day on which we receive the item. We will process all valid stop payment instructions immediately upon your notification and authorization. Generally, if you instruct us to stop a payment, it will be effective for six (6) months but you must renew it if you want it to be effective after those six (6) months. You may cancel a stop payment at any time so long as you do so in enough time and in a manner that gives us a reasonable opportunity to act on such cancellation.

If you instruct us to stop a payment on an item and we stop payment but incur damages or expenses as a result, you will indemnify us for those damages and expenses, including attorneys' fees. You agree that we have all rights that you may have against the payee or holder of the item. Nevertheless, the payee or anyone holding the item may be entitled to enforce payment against you despite our stopping of the payment.

ADMINISTERING YOUR ACCOUNT

Statements

We will mail, send electronically, or otherwise make available to you statements which will reflect the activity that occurred in your Account during the statement period ("Statements"). Statements will also include general descriptions of all paid items including item number, amount and date of payment. We will send all Statements to the postal or electronic address reflected on your Account record. Accounts with at least one common owner may be combined on a single Statement, either automatically or at your request. If Accounts are included on a combined Statement and you don't want that, notify us and we will separate the Statements. We will be deemed to have made the Statement available to you on the day we notify you that

your Statement is available or the day we mail you your paper Statement. If your address or email is not valid, the Statement will be considered available to you on the day we generated it.

A Statement is a valuable tool to help prevent fraudulent or mistaken transfers. To minimize our mutual risk of loss, you must promptly and carefully examine your Statement and promptly let us know if your Statement contains any errors, forgeries, unauthorized withdrawals, transfers or other items or altered items (each a "Statement Error"). If you do not report any Statement Errors to us within sixty (60) days after the first Statement on which the Statement Error occurs is sent to you or otherwise made available to you, you may be precluded from contesting transactions you think were made in error, and you will be deemed to have accepted the transactions and any additional charges assessed. If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this sixty (60) day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.

If you do report any Statement Errors or any criminal act related to any lost, missing, or stolen checks or unauthorized withdrawals, you agree to cooperate fully with us in the investigation of the loss by, including but not limited to, providing copies of any reports you may file with police or other authorities, completing a claim form or giving us an affidavit containing whatever reasonable information we require concerning your Account, the transaction, and the circumstances surrounding the loss. You may pursue your rights or, at our option, assign them to us so that we may pursue them on your behalf. We can reverse any credit made to your Account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized. We are not liable for damages of any kind (whether consequential, special, punitive, compensatory, or otherwise), lost profits, interest, costs, expenses, fees, or attorney's fees, arising out of or related to any Statement Error, unless we have acted in bad faith. If a third party other than us may be liable to you for losses related to a Statement Error, you agree not to waive any rights you have to recover or pursue recovery from such third party. If we choose, you agree to assign your rights to us so that we can pursue your claims on your behalf. Any amounts you or we (acting on your behalf) recover will offset any liability we have to you related to the Statement Error.

Cash Transaction Reporting

As part of our obligation to assist law enforcement agencies detect and fight illegal activities, the law requires us to gather and report information on certain types of cash transactions. If you do not provide us with the information we need to complete the report, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service (the "IRS") office.

Security Interest

Except to the extent otherwise prohibited by law, you grant to us a security interest in all your Accounts with us to secure any amount you owe us under this Agreement, now or in the future. You may not grant a security interest in, transfer or assign any of your Accounts or any of the property in your Account to anyone other than us without our written agreement.

Legal Actions Affecting Your Account

If we are served with a subpoena, levy, garnishment, search warrant, or similar order relating to your Account (each, a "Legal Action"), we may either (a) comply with that Legal Action or (b) in our sole discretion, freeze the assets in your Account and not allow any payments out of your Account until a final court determination regarding the Legal Action. We may do these things even if the Legal Action involves less than all the owners of your Account. Any Legal Action is subject to our security interest in your Account and our right of set-off. We will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the Legal Action. Any fees or expenses we incur in responding to any Legal Action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account.

For a list of fees applicable to your Account(s), including those we may charge in connection with Legal Actions, please see our Consumer Fee Schedule, a copy of which is being provided to you separately.

Adverse Claims

To the extent that (a) another person or entity makes a claim against the funds in your Account (other than a Legal Action); (b) we believe a conflict exists between or among your Account's owners; or (c) we believe a dispute exists over who has Account ownership or authority to withdraw funds from your Account (each of the foregoing, an "Adverse Claim"), except as otherwise set forth herein, we may (i) honor the claim against the funds in your Account if we are satisfied the claim is valid; (ii) freeze all or a part of the funds in your Account until we believe the dispute is resolved to our satisfaction; (iii) suspend or close your Account and send a check for the available balance in your Account payable to you or to you and each person or entity who claimed the funds; (iv) pay the funds into an appropriate court; or (v) require that you and all of your co-owners agree in writing to any transaction concerning your Account. We may do these things even if the Adverse Claim involves less

than all the owners of your Account. Any Adverse Claim is subject to our security interest in your Account and our right of set-off. We will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the Adverse Claim. Any fees or expenses we incur in responding to any Adverse Claim (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account.

Increased Costs to Maintain Your Account

If your Account becomes subject to a receivership, court order or bankruptcy, and we are required to implement changes as to your Account that increase our costs to maintain your Account (for example, a requirement for us to pledge property to secure your Account above the amount of any deposit insurance on your Account), you agree to reimburse us for the additional costs and any expenses incurred by us (including, without limitation, attorneys' fees) to implement such required changes as to your Account. At all times, we reserve the right to close your Account if we are unable or unwilling, in our sole discretion, to service your Account in light of the Account changes.

Set-Off Rights

We may, at any time, set-off any and all amounts you owe us against your Accounts with us, either now or in the future. As used here, debt includes any liability or obligation you owe us, whether direct or indirect, secured or unsecured, liquidated or unliquidated, absolute or contingent, joint or several, due or to become due, however arising or acquired, whether now existing or later acquired by us, and wherever payable, without regard to whether your liability or obligation constitutes that of a maker, drawer, endorser, guarantor or otherwise. This set-off right will not apply to this Account if prohibited by law. For example, this set-off right will not apply if your Account is an Individual Retirement Account or similar tax-deferred Account. We will not be liable for not honoring any check if our not honoring the check occurs because we set-off a debt against your Account.

Backup Withholding / TIN Certification

Federal law may require us to report and sometimes withhold portions of interest payments made to you on funds in your Account(s) ("Backup Withholding"). You may be able to stop this withholding if you provide us with your taxpayer identification number ("TIN"), usually your social security number, and certify to us that you are not subject to Backup Withholding. Even if you elect to stop Backup Withholding, we may reinstate it if the IRS requires.

Escheat

If your Account is dormant (i.e., there is no customer-initiated activity) or unclaimed for a period determined by the laws governing your Account (which may be up to a period of several years), and we are unable to get in touch with you, we may be required to report your Account, and deliver the funds in your Account, to the state. This action is known as "escheat." If we deliver your funds to the state, we will close your Account, it will stop accruing any interest and we will no longer have any liability or responsibility with respect to the funds. To recover these funds, you must file a claim with the state. If we are required to mail an escheat notice to you, we may charge you a fee, if permitted by law.

Account Security

Every Account will have an Account number associated with it. We may also issue you one or more access device(s), such as an ATM card and PIN, that will allow you to initiate electronic transactions on your Account(s). We may also establish credentials, such as a user name, password, security questions or other security measures, that will allow you to access your Account and initiate transactions through our Online Banking system. You agree to keep your Account number, access device(s) and credentials confidential and to not share them with others unless you intend to authorize such persons to access your Account(s) and initiate transactions. If you share your Account number, access device(s), or credentials with someone, you are authorizing that person to access your Account(s) and initiate transactions, and you are responsible for all transactions performed by that person, even those that you did not intend. You are also responsible for transactions that you, or someone acting with you, initiate with fraudulent intent. Contact us immediately if you believe that your Account number, access device or credentials have been compromised. You should also contact us immediately if you lose any blank checks we issue to you; you may bear responsibility for your own negligence in failing to maintain your Account security.

CLOSING YOUR ACCOUNT - You may close your Account at any time by visiting one of our branches and speaking to an Account representative, by telephone or via Online Banking or in any other manner we may, from time to time, permit. You agree to notify us of your intention to close your Account, and we hereby reserve the right to request the notice in writing. Before closing your Account and releasing your funds to you, we will complete a thorough review of your Account activity. For example, we will review your pending transactions, any outstanding items remaining unpaid (including current ATM/Debit Card transactions) and any holds on your Account.

We may close your Account at any time for any reason whatsoever, and without notice to you, unless your Account is receiving regular government payments by ACH in which case we will contact you in writing thirty (30) days prior to closing

the Account; unless we close the Account at your request. We may also close your Account when a zero balance is maintained for seven (7) calendar days for a checking account and fifteen (15) calendar days for a savings account or for fraudulent activity. Further, for security reasons, we may require you to close your Account and to open a new Account if: (a) there is a change in authorized signers; (b) there has been a forgery or fraud reported or committed involving your Account; (c) any Account checks are lost or stolen; or (d) you violate any other provision of our Agreement with you. If we close your Account, we may send you written notice that the Account is closed on the date we close the Account. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks or other debit items, however, we may, at our discretion, reopen your account if we receive a deposit. If we choose to honor or dishonor items presented for payment after the Account is closed it could result in a negative balance and associated fees as described in the Overdrafts, Nonsufficient Funds and Uncollected Funds section of this Agreement. You agree to hold us harmless for honoring or refusing to honor any item presented for payment on a closed Account, and that you will pay any resulting negative balance or penalty fees.

After your Account is closed by you or by us, you will still be responsible for all monthly service charges accrued prior to termination and for the amount of all checks you have written. You must leave enough money in your Account to cover any outstanding items to be paid from the Account. Your ATM/Debit Card will be closed through an automated process approximately seven (7) calendar days after your Account is closed. You are responsible for all transactions made using your ATM/Debit card, even after your Account is closed.

WHOLESALE WIRE AND ACH TRANSACTIONS - With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any Account or bank number provided even though that Account or bank number may identify a party different from the person or entity described by name in any transfer order. Unless otherwise agreed in writing, no payment order is accepted by us until we execute it.

Each payment order or cancellation of a payment order may be processed by use of the funds transfer system of the Federal Reserve Banks ("Fedwire"). Our rights and obligations, and yours, with respect to any payment order, any part of which is carried out using Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve banks. With respect to ACH transactions, you acknowledge that the transaction will be governed by the Rules of the National Automated Clearing House Association, as well as by applicable law.

Each payment order, or cancellation of a payment order, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not the Bank is a member of the system. You acknowledge that the Bank's right to reverse, adjust, stop payment, or delay posting of an executed payment order is subject to the laws, regulations, circulars and systems rules described in this paragraph. We are not responsible for detecting any error by you contained in any payment order or other instruction sent to us.

Provisional Payment

Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

Notice of Receipt

We will notify you of the receipt of payments in the periodic Account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

ARBITRATION - THIS SECTION ("ARBITRATION PROVISION") CONTAINS IMPORTANT INFORMATION ABOUT YOUR ACCOUNT. IT PROVIDES THAT EITHER YOU OR WE CAN START A BINDING ARBITRATION PROCEEDING TO RESOLVE ANY CLAIMS (AS DEFINED BELOW) WE MAY HAVE REGARDING YOUR ACCOUNT. ARBITRATION REPLACES YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE CLAIM IS SUBMITTED TO A NEUTRAL PARTY, CALLED AN

ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING. THIS ARBITRATION PROVISION WILL GOVERN ANY AND ALL CLAIMS AND DISPUTES BETWEEN US ARISING IN CONNECTION WITH YOUR ACCOUNT(S) AND WILL GOVERN THE WAY WE CAN RESOLVE CLAIMS AND DISPUTES, NOW OR IN THE FUTURE, REGARDING YOUR ACCOUNT. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN US REGARDING YOUR ACCOUNT AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

If you have a dispute, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with a banker. If your banker is unable to resolve your dispute, you agree that either the Bank or you can initiate arbitration as described in this Arbitration Provision.

This Arbitration Provision describes when and how a Claim (as defined below) with respect to your Account shall be arbitrated. In this Arbitration Provision, the terms "you" and "your" also mean any other person having any authority to access your Account or Account information or conduct transactions with respect to your Account. In this Arbitration Provision, the terms "we", "us" and "our" also mean any third party providing any services in connection with your Account if such third party is named as a party by you in any lawsuit between you and us. By opening an Account with us or accepting or using any of our Account services, you agree to all of the terms of this Arbitration Provision.

Your Right to Reject Arbitration

Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. If you do not want this Arbitration Provision to apply to your Account, you may reject arbitration by mailing us a written rejection notice which gives your name(s) and contains a statement that you (or all of you, if more than one) reject arbitration of disputes concerning your Account(s). The rejection notice must be sent to the Office of General Counsel, Lakeland Bank, 250 Oak Ridge Road, Oak Ridge, New Jersey 07438, Attn: Arbitration Rejection. A rejection request shall only be effective if it is signed by you (or all of you, if more than one) and if we receive it within thirty (30) days after the day you open your Account. The date you open your Account will be the date shown on the signature card portion of the agreement used to open your Account. No execution of a replacement or updated signature card, nor any amendment or update to your Account shall give you or any joint accountholder any new or renewed right to reject this Arbitration Provision.

What Claims Are Covered

Except as otherwise limited by this Arbitration Provision, "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to your Account. It includes any claims, dispute or controversy concerning any fees or charges relating to your Account and any services relating to your Account, including but not limited to safe deposit box services, wire transfer services, treasury management services, on-time or telephone banking services, automated teller machine services, online or mobile account services, and debit card services. It includes not only any claim, dispute or controversy directly between you and us, but also any such matter with respect to anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, trustee, guardian, or any other representative or agent. "Claim" as used here has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief).

What Claims Are Not Covered

A "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, including, without limitation, the Class Action and Consolidation Waiver (see paragraphs under "Court and Jury Trials Prohibited and Other Limitations on Legal Rights" and "Effect of Class Action and Consolidation Waiver," below) and/or this sentence; all such disputes are for a court and not an arbitrator to decide. Subject to the prohibition described in paragraphs under "Court and Jury Trials Prohibited and Other Limitations on Legal Rights" and "Effect of Class Action and Consolidation Waiver," which shall control in all situations, we will not choose to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration. Furthermore, nothing in this Arbitration Provision limits or constrains any (i) right to self-help remedies, such as our right of set-off or the right to restrain funds in your Account; (ii) individual judicial action by a party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind; (iii) right or obligation to interplead funds in the event of a dispute; (iv) right to exercise any security interest or lien in funds in your Account or property; (v) obligation to comply with legal process, including levies; or (vi) right to obtain provisional remedies with respect to funds in your Account or property, such as injunctive relief, seizure, attachment or garnishment by a court having appropriate jurisdiction.

Resolving Claims Prior to Arbitration

Before asserting a Claim in arbitration, the claimant shall provide the other party with a claim notice and a reasonable opportunity to resolve the Claim. The resolution period shall be at least thirty (30) days, except for Claims requiring some form of expedited injunctive relief in a shorter period. Mail your claim notice to us to the Office of the General Counsel, LAKELAND BANK, 250 Oak Ridge Road, Oak Ridge, New Jersey 07438, Attn: Claim Notice (or any updated address we subsequently provide). Any claim notice you send must provide your name and Account number, as well as your address and a telephone number where you can be reached during normal business hours. We will send you any claim notice in writing to the address we have for you in our records at the time we send the claim notice.

If there are multiple parties on your Account, we may send the claim notice to any one or all of you. Any claim notice must explain the nature of the Claim and the relief that is demanded. A claim notice from us may be in the form of a collection letter or a notice demanding payment of a negative balance under your Account. You may only submit a claim notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a claim notice on your behalf. The claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. If a claimant fails to comply with the requirements of this paragraph, the other party may seek an order requiring the claimant to comply before the claimant further pursues the Claim.

How Arbitration is Started

Either you or we may start the arbitration of any Claim. Arbitration is started by giving written notice to the other party of the intent to start the arbitration. Except as otherwise provided by the Federal Arbitration Act, this notice may be given before or after a lawsuit has been started over the Claim or with respect to other Claims brought later in the lawsuit. If you start the arbitration, you must notify us at the following address: Office of the General Counsel, LAKELAND BANK, 250 Oak Ridge Road, Oak Ridge, New Jersey 07438, Attn: Consumer Deposit Account Arbitration. If we start the arbitration, we will notify you in writing at the address we have for you in our records at the time of sending the arbitration notice. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration administrator.

Choosing the Administrator

The party starting the arbitration proceeding must choose either the American Arbitration Association (www.adr.org) or JAMS (www.jamsadr.com) as the administrator. However, if you are the party starting the arbitration proceeding, you may, subject to our consent, choose a different arbitration agency or arbitrator that qualifies with the requirements of this Arbitration Provision to act as administrator. In all cases, the arbitrator(s) must be a licensed lawyer with more than ten (10) years of experience. However, no arbitration may be administered by an arbitration agency or arbitrator that will not follow, or has any policies or procedures materially inconsistent with, the terms of this Arbitration Provision. If for any reason the chosen arbitration agency or arbitrator is unable or unwilling or ceases to serve as the administrator, or does not qualify or ceases to qualify as an administrator under the terms of this Arbitration Provision, the parties shall, within twenty (20) days after learning of such inability, unwillingness, cessation or disqualification, agree on another arbitration agency or arbitrator that does qualify under the terms of this Arbitration Provision. In the absence of such agreement, either party may apply to a court of competent jurisdiction for the court to appoint an arbitrator or arbitration agency; provided, however, that such arbitrator or arbitration agency must conduct the arbitration in accordance with this Arbitration Provision.

Court and Jury Trials Prohibited and Other Limitations on Legal Rights

If arbitration is started with respect to a Claim, or if a court compels a Claim to be arbitrated under this Arbitration Provision, all of the following apply:

- (i) There will be no right to try that Claim in court.
- (ii) There will be no jury trial on that Claim.
- (iii) There will be no discovery, except as allowed by the arbitration rules of the administrator or this Arbitration Provision.
- (iv) We and you are prohibited from participating in a class action or class-wide arbitration with respect to that Claim (the "Class Action and Consolidation Waiver"). This means that neither we nor you can be a representative or member of any class of claimants or act as a private attorney general or in any other representative capacity in court or in arbitration with respect to that Claim. This also means that the arbitrator has no power or authority to conduct any class-wide arbitration. In addition, this means that claims brought by or against one or more of you may not be joined or consolidated in the arbitration with Claims brought by or against any other depositor or person connected with a different deposit account (unless such persons are joint accountholders or beneficiaries on your Account).
- (v) Except as allowed by this Arbitration Provision and the Federal Arbitration Act, the arbitrator's decision will be final and binding.
- (vi) Other rights that you or we have in court may also not be available in arbitration.

Effect of Class Action and Consolidation Waiver

If the Class Action and Consolidation Waiver is invalidated or not enforced in a court proceeding, then this entire Arbitration Provision (except for this sentence) shall be null and void. Nothing in this paragraph shall affect the right of any party to appeal any invalidation or nonenforcement of the Class Action and Consolidation Waiver.

Location of Arbitration

Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

Cost of Arbitration

Each administrator charges fees to administer an arbitration proceeding. This may include fees not charged by a court. When you choose an administrator, you should carefully review the fees charged by the administrator. If you or we start an arbitration of a Claim, we will pay up to \$500 in actual fees that would otherwise be charged to you by the administrator. However, you may tell us in writing that you cannot afford to pay the fees charged by the administrator or that you believe those fees are too high. If you do so, we will pay up to all of the fees that would otherwise be charged to you by the administrator if your request is reasonable and in good faith. We will always pay the fees if applicable law requires us to. We will not ask you to pay or reimburse us for any fees we pay the administrator. Notwithstanding any provision in this Agreement or any other applicable agreement or any right we may have under applicable law (i) we will pay your reasonable attorneys', experts' and witnesses' fees with respect to any Claim in the arbitration on which you prevail, whether you or we start the arbitration, or as required by applicable law, but otherwise those fees will be your obligation, and (ii) we will not ask you to pay or reimburse us for any of our attorneys', experts', and witnesses' fees in connection with the arbitrations, regardless of which party prevails in the arbitration.

Governing Law

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations and claims of privilege recognized at law. In addition to the Federal Arbitration Act, this Arbitration Provision is governed by other federal law of the United States of America. To the extent federal law does not apply, the law of the state governing your Account applies. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

Right to Discovery

In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the administrator. The arbitrator shall have discretion to grant or deny that request.

Arbitration Result and Right of Appeal

Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act. However, if the amount of the Claim exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the administrator which shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal. However, we will consider any good faith, reasonable request for us to pay all or any part of those fees if you are the appealing party.

Rules of Interpretation

This Arbitration Provision shall survive (i) the termination or closing of your Account or related services; (ii) any changes to your Account or related services; (iii) any legal proceeding; (iv) any use of the right of set-off or any other self-help remedy or other remedy or action; (v) any transfer or assignment of your Account; and (vi) any bankruptcy of any party (to the extent consistent with applicable bankruptcy law). Subject to "Effect of Class Action and Consolidation Waiver" section of this Arbitration Provision, if any portion of this Arbitration Provision is deemed invalid or enforceable, it shall not invalidate the remaining portions of this Arbitration Provision, provided that such remaining portions are not then materially inconsistent with the terms of this Arbitration Provision prior to such determination of invalidity or unenforceability. In the event of a conflict or inconsistency between this Arbitration Provision and the arbitration rules, this Arbitration Provision shall govern.

ASSIGNMENT - You may not transfer or assign your Account without our prior written consent. If you wish to transfer or assign, or change the ownership of, your Account, we may require that your Account be closed and a new Account opened.

GOVERNING LAW - This Agreement will be interpreted in accordance with applicable federal law and the laws of the State of New Jersey or New York, depending on where the account was opened. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

Any funds transfer (including a wire transfer) that is a "remittance transfer" as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the State of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

NOTICES, AMENDMENTS AND ACCOUNT CHANGES

Generally

Except as otherwise provided in this Agreement, all notices required under this Agreement and other information concerning this Agreement ("Communications") shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier. In addition, we may, in our sole discretion, send such Communications to you electronically in the manner described in this Section or as otherwise provided in this Agreement. Unless otherwise required by applicable law, only one notice will be given in the case of joint Account owners.

Such Communications which are sent by personal delivery, U.S. mail or overnight courier will be sent to the addresses as they appear on our records, or to such other addresses as we and you may specify from time to time in writing. Communications shall be effective (a) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, or (b) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

Such Communications may be sent electronically by us to you (i) by transmitting the Communication to the electronic address (such as an email address) provided by you to us from time to time, or (ii) by posting the Communication on a website and sending you a notice to your postal address or electronic address telling you that the Communication has been posted, its location, and providing instructions on how to view it. Communications sent electronically to you will be effective when the Communication, or a notice advising of its posting to a website, is sent to your electronic address.

Notice of Amendments

You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time without notice to you. We will notify you of amendments when such notice is required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

Account Changes

It is your responsibility to notify us of any change in your address, including any electronic address you have provided to us, or your name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address or electronic address provided to us by you.

CREDIT VERIFICATION AND OTHER REPORTS - You authorize us to request and obtain one or more credit or other reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency for business purposes or if your use of the Account is unreasonable. Other reports we may obtain information from include the following: (a) motor vehicle departments, (b) other state agencies, or (c) public records.

MISCELLANEOUS

Legal Process

If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. You agree not to use the Account for any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so.

Telephone Calls and Other Correspondence

You understand that, without any further notice to you, we or anyone acting on our behalf may randomly monitor and/or record any communication between you and us, or anyone acting on our behalf, for quality control and other purposes including to ensure that you receive accurate, courteous, and fair customer support. You expressly consent to be contacted by us or anyone calling on our behalf, for any and all purposes, at any telephone number or email address you have provided

or we feel we may be able to reach you on, including any cellular telephone number. You agree that we may contact you in any way, including telephone or cellular phone calls, prerecorded or artificial voice or text messages delivered by an automatic telephone dialing system, text messages, instant or live chat, or email messages whether or not delivered by an automatic emailing system.

Refusing Instructions

If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

Costs of Legal Proceedings

You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. These liabilities include disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us.

Severability

If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

Waiver

We reserve the right to waive enforcement of any of the terms of this Agreement with respect to any specific transaction or series of transactions. Any such waiver will not change the terms of this Agreement or affect our right to enforce the terms of this Agreement with respect to any other transaction.

Entire Agreement

This Agreement (including the documents delivered hereunder) contains your and our entire understanding with regard to the subject matter contained herein or therein, and supersedes all other prior representations, warranties, agreements, understandings or letters of intent between or among you and us with respect thereto.

CONTACT US - If you have any questions, comments or concerns, we're here to help!

Main Office Address

Lakeland Bank
250 Oak Ridge Rd
Oak Ridge, NJ 07438

Customer Service Department

Toll free 866-224-1379
Monday - Friday 7am to 8pm
Saturday 8:30am to 2pm
Sunday 10am to 2pm

Bill Pay Support

Toll free 855-727-2974
7 days a week 7am to 1am

Lost or Stolen Debit/ATM Card

During Customer Service Department Hours: Toll free 866-224-1379
After Customer Service Department Hours: Toll free 800-554-8969

Telephone Banking

Toll free 800-320-5130

All hours are subject to change without notice. All times are Eastern Time.

SCOPE OF DISCLOSURE AND DEFINITIONS - In this Electronic Funds Transfer Disclosure, each person with an ownership interest in a consumer checking, savings or other asset account ("Account") is referred to as "you" and "your." Lakeland Bank is referred to as "we," "our," and "us."

This Electronic Funds Transfer Disclosure provides you with notice of your rights and obligations for Electronic Funds Transfers ("EFT") that result in funds being deposited into, or withdrawn from, your Account. By way of example, this includes, but is not limited to, point of sale ("POS") transactions using a debit card and automatic recurring Automated Clearing House ("ACH") debits from, and credits to, your Account. We may, when appropriate, rely on any exceptions to the provisions in this Disclosure that are provided in applicable law.

If any of the documents that are part of the Disclosure have terms that are inconsistent, this document will control with respect to the inconsistency. We recommend that you keep a copy of this Disclosure for as long as you have an Account with us.

Definitions

"Access Device" means your ATM Card and personal identification number ("PIN"), Lakeland Bank MasterMoney® Debit Card and PIN, or any other card, code or other means of access to your Account, or any combination thereof, that we allow you to use to initiate EFTs to and from your Account(s).

"Disclosure" means this document and any other information or disclosure we have provided to you.

"Business Day" means Monday through Friday excluding federal holidays.

"Electronic Funds Transfer" means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account. The term includes, but is not limited to: point of sale transactions; Automated Teller Machine (ATM) transfers; direct deposits or withdrawals of funds; transfers initiated by telephone; and transfers resulting from debit card transactions, whether or not initiated through an electronic terminal. The terms "transactions" and "transfers" are used throughout this Disclosure and mean the same.

YOUR LIABILITY FOR UNAUTHORIZED ACTIVITY

Your Liability and Obligations to Report Lost Access Devices and Unauthorized Activity

Tell us AT ONCE if you believe any Access Device issued to you has been lost or stolen, or if you believe that an EFT has been made without your permission using information from your check, Access Device or Account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account, including your maximum overdraft line of credit. If you tell us within 2 Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone used your card without your permission.

If you do not tell us within 2 Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

If your Account statement shows transfers you did not make, including those made by your Access Device, tell us at once. If you do not tell us within 60 days after the statement was mailed to you on which the problem or error appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Special Rules for Your Lakeland Bank MasterMoney® Debit Card

You will not be liable for any unauthorized transactions using your MasterMoney® Debit Card if:

- You can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and
- Upon becoming aware of a loss or theft, you promptly notify us.

How to Report a Lost or Stolen Access Device

If you believe your Access Device has been lost or stolen, call: 1-866-224-1379 or write:

Lakeland Bank
Operations Department
250 Oak Ridge Road
Oak Ridge, New Jersey 07438-8906

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check or Account without your permission.

How to Report Errors or Submit Questions About Your EFTs

If you think an EFT indicated on an Account statement or receipt is wrong, or if you need more information about an EFT listed on the statement or receipt, call us at 1-866-224-1379 or the number listed on the statement for your Account, or write us at the address written above as soon as possible. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

We will need you to provide:

- Your name and account number;
- A description of 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; and
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time to conduct our investigation, however, we will notify you of our need for an extension, which 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.

For errors involving new accounts, point of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you an explanation. You may ask for copies of the documents that we used in the investigation.

TRANSFER TYPES AND LIMITATIONS

You may use your Access Devices to initiate EFTs and perform other functions at a variety of participating merchants, ATMs and through services offered by us. The terms, conditions and limitations described in this section apply to those transactions.

Electronic Deposits and Payments - Third-Party Transfers

With your authorization, other persons may process an EFT between the other person's account and your Account. These EFTs may include both transfers of funds into your Account, like a direct deposit, and transfers of funds out of your Account to the other person, like an automatic payment on your utility bill. The transfers may be individual transactions that only happen once, or may be scheduled to occur repeatedly on a recurring basis or schedule. The transfers may occur using the ACH network or some other payment network. Other persons you give a check may, under certain circumstances, convert that check into an EFT in order to withdraw funds from the Account the check is drawn on - the other person should provide a notice to you, or post a notice in their place of business, if they plan to do so. Other persons may also process an EFT to collect a fee because your check or authorized EFT was returned for insufficient funds, if you have authorized them to do so. In our sole discretion, we may limit from time to time the types, frequency and amount of transactions processed between the other person's account and your Account.

You should only provide your bank and Account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers.

Please also see Limitations on Transfers section regarding limitations that apply to savings and checking accounts.

Telephone Banking Transfers

You may access your Account using your Account number and PIN to perform the following functions using our 24-hour telephone banking service:

- Transfer funds between your checking or savings Accounts;
- Make payments from your checking or savings Accounts toward loans held with us;
- Transfer funds from a Home Equity Line of Credit; and
- Obtain information about your Account, including balance information and your most recent deposits and withdrawals.

To use telephone banking, call 1-800-320-5130. This number may change from time to time without prior notice to you. In our sole discretion, we may limit from time to time the types, frequency and amount of transactions you may perform using

telephone banking.

Please see the **Limitations on Transfers** section regarding limitations that may apply to telephone transfers.

ATM Transactions and Transfers

You may use your ATM Card and PIN or Lakeland Bank MasterMoney® Debit Card and PIN to perform the following functions at any of our Automated Teller Machines ("ATMs"), and certain ATMs operated by third parties who have agreed to accept the Access Device.

- Make deposits to your checking or savings Account(s) associated with the Access Device;
- Withdraw cash from your checking or savings Account(s);
- Transfer funds between your checking or savings Accounts; and
- Obtain balance information.

Some of these services may not be available at all terminals. In our sole discretion, we may limit from time to time the types, frequency and amount of transactions you may perform at ATMs. Please see the **Limitations on Transfers** section regarding limitations that may apply to ATM transfers.

Point of Sale Transactions and Transfers

You may use your Access Devices at merchants who have agreed to accept the Access Device to purchase goods or pay for services in person, over the phone or over the internet or to obtain cash from your Account, if the merchant permits. We limit the types of places you may use different types of Access Devices. Specifically, you may not use your ATM Card to purchase goods or services over the telephone or internet. We may change these restrictions from time to time without notice to you.

Please see the **Limitations on Transfers** section regarding limitations that may apply to point of sale transactions.

Online Banking Transactions and Transfers

You may access your Account(s) using our online banking platform to perform the following functions:

- Transfer Funds between your checking or savings Accounts;
- Make payments from your checking or savings Account(s) toward loans held by us;
- Make payments from a checking Account to third parties;
- Transfer funds from a Home Equity Line of Credit; and
- Obtain information about your Account(s), including balance information and your most recent deposits and withdrawals.

Please see the **Limitations on Transfers** section regarding limitations that may apply to computer transfers.

Limitations on Transfers

In addition to the limitations noted above, there may be additional limitations to the amounts, types and frequency of EFTs that you may instruct or authorize on your Account.

ATM and Debit Card Limits

For security reasons the following daily limits are applied to EFTs when performing ATM and point of sale transactions:

Daily Limits	Lakeland Bank ATM Card	Lakeland Bank MasterMoney® Debit Card
Total Amount of Cash Withdrawals	\$510.00	\$510.00
Total Amount of Purchases	\$500.00 ¹	\$2,500.00

¹Restricted to point-of-sale transactions using cardholder's PIN

Other Limitations

- You will not use your Access Devices for illegal gambling or any other illegal purpose.

YOUR RIGHT TO DOCUMENTATION

ATM Receipts

We will offer a receipt each time an ATM is used to make an electronic transfer to or from your Account, unless we notify you otherwise before completing the transaction. You may not, however, get a receipt if the transaction is \$15 or less. The receipt is evidence of the transaction as recorded by the ATM or the Online Service, as applicable. All transactions are subject to posting, final payment or verification, as applicable. You can use the receipt to reconcile the statement for the Account.

Account Statements

We will send you a statement on a monthly basis for your checking Account(s). We will send you a monthly statement for your savings Account(s) if there are EFTs in a particular month. Otherwise, we will send you a statement at least quarterly. You have the right to find out whether an EFT was credited to your Account. Please contact the number listed on your statement for your Account.

Preauthorized Credits

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at 1-866-224-1379 to find out whether or not the deposit has been made.

FEES

Generally

We do not charge fees for:

- Direct deposits of any kind to an Account;
- Preauthorized payments from any type of Account.

Except as noted elsewhere, we do not charge for these electronic fund transfers.

ATM Fees

When you use an ATM not owned by us, the ATM operator or network provider may charge you a fee. This may include a fee for a balance inquiry even if you do not complete any funds transfer. You may also be charged a Non-Lakeland ATM fee. Please refer to the Lakeland Bank Consumer Fee Schedule for further details.

Currency Conversion and Cross Border Transactions

If you effect a transaction with your MasterMoney® Debit Card in a currency other than US Dollars, Mastercard® will convert the charge into a US Dollar amount. The Mastercard® currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard®.

The exchange rate Mastercard® uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard® charges us a Currency Conversion Assessment for performing the currency conversion. In addition, Mastercard® charges us an Issuer Cross-Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. We charge you a Currency Conversion fee and a Cross-Border Transaction fee as disclosed on our separate MasterMoney® Debit Card/ATM Cardholder Disclosure. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard® Debit Switch in which the country of the merchant is different than the country of the cardholder.

CONFIDENTIALITY

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- If you give us your written permission; or
- At our discretion and to the extent permitted under applicable law providing for the release of account information pertaining to actual or suspected illegal activity.

PREAUTHORIZED PAYMENTS

Right to Stop Payment and Procedure for Doing So

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 1-866-224-1379, or write us at 250 Oak Ridge Road, Oak Ridge, New Jersey 07438, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. You will be charged for each stop payment order you request. Refer to the separate Consumer Fee Schedule for applicable fees.

Notice of Varying Amounts

If you have established regular payments that may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfer

If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY

If we do not complete a transfer to or from your account on time or in the correct amount according to our Disclosure with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line, if you have one;
- If the ATM where you are making the transfer does not have enough cash;
- If the terminal or system used to make the EFT was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- Any other exception permitted in our Disclosure with you.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
7. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Close the door completely upon entering or exiting any ATM equipped with a door, and do not permit persons you do not know to enter.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. Note that ATM activity may be recorded by a surveillance camera.
16. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to the operator of the facility and the local law enforcement officials immediately. You should use the nearest available telephone to call police if emergency assistance is needed.

Direct complaints concerning ATM security to us. If the facility is located in New Jersey, you may call the New Jersey Department of Banking at (609) 292-7272. If the facility is located in New York, you may call the New York Department of Financial Services Consumer Hotline at (877) 226-5697.