

# Internet Banking Terms and Conditions Agreement

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This Agreement describes your rights and obligations as a user of the On-line Banking Service or the Bill Payment Service ("Service" or "Services"). It also describes the rights and obligations of 1st Bank of Sea Isle City. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service.

## **CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with 1st Bank of Sea Isle City for the provision of certain On-line Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form. You are also acknowledging receipt of the following information and agree that:

- We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transaction you conduct using the Service.
- We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.
- You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the Information are provided only in electronic format, your withdrawal of consent will terminate all the Services.
- If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may call 1st Bank of Sea Isle City at 609-263-4102, or write a letter and send it to:  
1st Bank of Sea Isle City  
Attention: Internet Banking  
4301 Landis Ave  
Sea Isle City, NJ 08243
- You are able to access information that is provided in the same manner as the information and the Services via the Internet.

## **DEFINITIONS**

The following definitions apply in this Agreement.

- "On-line Banking" is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking Terms and Conditions Agreement
- "On-line Account" is a 1st Bank of Sea Isle City account from which you will be conducting transactions using a Service.
- "Business Day" refers to Monday through Friday, excluding holidays as determined by 1st Bank of Sea Isle City. All On-line transaction requests received after 7:00 p.m. EST, or on a non-Business Day, will be processed immediately, but will not appear in the online history until the following Business Day.
- "Password" is a series of numbers and/or letters that you select after the initial sign-on, that establishes your connection to the Service. 1st Bank of Sea Isle City will provide you with a code for use during the initial sign-on process.
- "Time of day" references are to Eastern Standard Time.
- "We," "us" "our" or "1st Bank of Sea Isle City" refer to 1st Bank of Sea Isle City, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

- "ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- "Affiliates" are companies related by common ownership or control.
- "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.
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### **ACCESS TO SERVICES**

1st Bank of Sea Isle City will provide on-line instructions describing how to use the On-line Banking Service or Bill Payment Service. To gain access to this Service you will need your Access ID and your Password.

### **HOURS OF OPERATION**

The Services are generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade periods, which routinely are scheduled between 12:00 a.m. and 5:00 a.m. Monday mornings.

### **USE OF YOUR SECURITY PASSWORD**

The safety of our customers' accounts and account information is of paramount importance to 1st Bank of Sea Isle City. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your 1st Bank of Sea Isle City User-ID, up to the limits allowed by applicable law. While 1st Bank of Sea Isle City continues to provide our customers with the level of on-line security we believe necessary and appropriate, customers who share their User-IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No 1st Bank of Sea Isle City representative will ever call and ask for your Access ID or User Password.

### **IF YOUR PASSWORD HAS BEEN LOST OR STOLEN**

If your Password has been lost or stolen, call 1st Bank of Sea Isle City immediately at 609-263-4102, between 8:30AM AND 5:00PM Monday-Thursday and 8:30AM-6:00PM Friday. Telephoning 1st Bank of Sea Isle City is the best way of minimizing your losses. You may also restore the security of your Service by immediately changing your Password. If you believe your Password has been lost or stolen and you notify us within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify us within two Business Days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized electronic funds transfers without your permission if you had told us, you could lose as much as \$500.00.

### **BANKING TRANSACTIONS WITH ON-LINE BANKING**

In addition to viewing account information, you may use On-line Banking to conduct the following transactions:

- Transfer funds among your linked checking, savings, money market, loan and line of credit accounts.

- NOTE: Because regulations require 1st Bank of Sea Isle City to limit pre-authorized transfers (including On-line Banking transfers), the following limitations apply:
- Statement Savings Account-- You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer, or by telephone or On-line Banking.
- Money Market Savings Account-- You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer or by telephone or On-line Banking
- Initiate bill payments under separate Bill Payment terms and conditions.
- Initiate account-to-account transfers under Addendum I to this agreement;

New services may be introduced for On-line Banking from time to time. 1st Bank of Sea Isle City will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### **ALERTS/MESSAGES**

Internet banking alerts (My Alerts at 1st Bank) allows you to set up automated alert events based on your own criteria for you accounts. Alerts may be sent via e-mail or in an online message box within Internet banking, or both. E-mail alerts will be sent to the e-mail address you provide in creating the alert. The following conditions apply to all customers using the Internet banking alerts feature.

- 1st Bank of Sea Isle City may add or remove alerts from time to time.
- If your email address changes you are responsible for updating your e-mail address in the alerts you may have already set up.
- You understand and agree that alerts may be delayed or prevented for a variety of reasons.
- 1st Bank of Sea Isle City does not guarantee the delivery or validity of the contents of any alert.
- You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert.
- You agree that we shall not be liable for any actions taken or not taken by you or anyone else upon receipt of or in response to an alert.
- The bank will never include your password or full account number in an email alert; however you understand that alerts may include your name and some necessary information about your accounts.
- Alerts that are fulfilled and distributed will only be available for review for 30 days.
- Alerts that are unfulfilled will be automatically removed from the system after 999 days.

### **STATEMENTS**

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

### **IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE**

If your statement shows transfers that you did not make, notify 1st Bank of Sea Isle City immediately at 609-263-4102, or write a letter and send it to:

1st Bank of Sea Isle City  
Attention: Internet Banking  
4301 Landis Ave  
Sea Isle City, NJ 08243

If you do not notify 1st Bank of Sea Isle City within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if 1st Bank of Sea Isle City had been notified in time.

## **ERRORS AND QUESTIONS**

In case of errors or questions regarding an On-line Banking or Bill Payment transaction, you may call 1st Bank of Sea Isle City at 609-263-4102, or write a letter and send it to:

1st Bank of Sea Isle City  
Attention: Internet Banking  
4301 Landis Ave  
Sea Isle City, NJ 08243

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error
- The date on which it occurred. If the report is made orally, we may require that you send the complaint or question in writing within ten (10) Business Days from your initial contact. We will notify you with the results of the investigation within ten (10) Business Days after you contact us and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) calendar days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Business Days from your original contact, we may not credit your account until the investigation is completed.

If your notice of error concerns a transaction that occurred during the first 30 days after the first deposit to the account was made, the applicable time periods are 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

If we determined that no error occurred, we will send you a written notice within three (3) Business Days.

You may request copies of the documents that were used in the investigation.

You agree that 1st Bank of Sea Isle City may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by 1<sup>st</sup> Bank of Sea Isle City shall be considered received within three (3) Business Days of the date sent by 1<sup>st</sup> Bank of Sea Isle City, regardless of whether or not you sign on to the Service within that time frame.

## **LIMIT OF 1ST BANK OF SEA ISLE CITY'S RESPONSIBILITY**

1st Bank of Sea Isle City agrees to make reasonable efforts to ensure full performance of On-line Banking.

1st Bank of Sea Isle City will be responsible for acting only on those instructions sent through On-line Banking which are actually received, and cannot assume responsibility for circumstances over which the bank has no direct control. This includes but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. 1st Bank of Sea Isle City is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from 1st Bank of Sea Isle City is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. 1st Bank of Sea Isle City is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any investment or other decision made using this information.

1st Bank of Sea Isle City is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing On-line Banking. 1st Bank of Sea Isle City will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of 1st Bank of Sea Isle City's liability shall be as expressly set forth herein. Under no circumstances will 1st Bank of Sea Isle City be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

#### **1ST BANK OF SEA ISLE CITY'S RESPONSIBILITY**

1st Bank of Sea Isle City will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested
- Cancel an Electronic Funds Transfer as properly requested.
- However, we will not be responsible for your losses if:
- Through no fault of 1st Bank of Sea Isle City, you do not have enough money in your account to make the transfer
- Through no fault of 1st Bank of Sea Isle City, the transaction would have caused you to exceed your available credit
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy
- Your funds are subject to legal process or other encumbrance restricting the transfer
- Your transfer authorization terminates by operation of law
- You believe someone has accessed your accounts without your permission and you fail to notify 1st Bank of Sea Isle City immediately
- You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service.
- For the failure of any payee to correctly account for or credit the payment in a timely manner
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- For changes to the payee's address or account number (unless you have advised us of the change within three (3) Business Days in advance)
- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

**ELECTRONIC MAIL (EMAIL)**

If you send 1st Bank of Sea Isle City an electronic mail message through the Service, 1st Bank of Sea Isle City will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe.

You should not rely on electronic mail if you need to communicate with 1st Bank of Sea Isle City immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that 1st Bank of Sea Isle City may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by 1st Bank of Sea Isle City shall be considered received within three (3) days of the date sent by 1st Bank of Sea Isle City, regardless of whether or not you sign on to the Service within that time frame.

**OTHER AGREEMENTS**

In addition to this Agreement, you and 1st Bank of Sea Isle City agree to be bound by and comply with the requirements of the agreements applicable to each of your On-line Accounts. Your use of the On-line Banking service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at 1st Bank of Sea Isle City, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct any fees related to this Service from your Bill Pay Account each month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

**MODIFICATIONS TO THIS AGREEMENT**

1st Bank of Sea Isle City may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent, regardless of whether or not you sign on the service within that timeframe. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

**DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY**

A copy of 1st Bank of Sea Isle City's Consumer Privacy Statement is available upon request at any of our branches, or can be mailed to you upon request by calling 1st Bank of Sea Isle City at 609-263-4102, or writing a letter and sending it to:

1st Bank of Sea Isle City  
Attention: Internet Banking  
4301 Landis Ave  
Sea Isle City, NJ 08243

You can also access our Policy online by clicking on the Disclosures Link on the 1st Bank of Sea Isle City Website.

**INACTIVITY / TERMINATION**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your On-line Banking privileges (including the Bill Payment Service) under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the On-line Banking and/or Bill Payment Service, you must notify 1st Bank of Sea Isle City. Your notification should include your name, address and the effective date to stop the service(s). When Bill Payment is terminated, any pre-scheduled bill payments made through On-line Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify 1st Bank of Sea Isle City by one of the following methods:

- By initiating a customer inquiry through our Web site
- By calling 609-263-4102
- By writing a letter and sending it to:

1st Bank of Sea Isle City  
Attention: Internet Banking  
4301 Landis Ave  
Sea Isle City, NJ 08243

### **FEE SCHEDULE**

1st Bank of Sea Isle City offers the benefits and convenience of the On-line Banking service to you at no monthly charge. Account research, stop payment charges and Bill Pay Services will be assessed at the rates published in 1st Bank of Sea Isle City's Miscellaneous Schedule Fees Brochure and deducted from your Bill Pay Account or another account you hold at 1st Bank of Sea Isle City.

These fees are subject to change. 1st Bank of Sea Isle City will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

You can obtain a current copy of our fee schedule at any branch location or you can view it on our website at <http://www.1stbankseaisle.com/fees.aspx>

### **GOVERNING LAW**

This Agreement is governed by the laws of the New Jersey and applicable federal law(s).

### **REMEDIES**

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time.

### **INTELLECTUAL PROPERTY**

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By

submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

### **LINKS AND FRAMES**

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

### **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

### **RELEASE**

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

### **NO WAIVER**

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.



**EXCLUSIONS OF WARRANTIES** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**LIMITATION OF LIABILITY** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 1.28 AND 1.29 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**COMPLETE AGREEMENT, SEVERABILITY, CAPTIONS, AND SURVIVAL.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

## **Addendum I**

### **1. ACCOUNT TO ACCOUNT TRANSFERS (TransferNOW)**

#### **1.1. Description of Service, Authorization and Processing.**

(a) The Account to Account transfer service (for purposes of this Section 2, and Section 1 as it applies to this Section 2, the "Service") enables you to transfer funds: between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the Recipient Account. If you are a joint owner of the Eligible Transaction Account, Recipient Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the Recipient Account is located in the United States.

(b) When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit your applicable Account as described below in Section 2.5 (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the Recipient Account designated by you and to debit your applicable Account as described below in Section 2.5 (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

(c) We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or Recipient Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described in Section 2.6 below;
4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or Recipient Account information; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

(d) It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**1.2. Transfer Methods and Amounts.** Section 1.15 (Payment Methods and Amounts) applies to the Service, even in circumstances where the Recipient Account is closed and we are attempting to return funds to such Account.

**1.3. Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you. .

**1.4. Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact Internet Banking customer service prior to the process date for the transfer. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**1.5. Service Fees and Additional Charges.** Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. Section 1.18 (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Recipient Account for such fees, as described in this Section, and there are insufficient fees in the Recipient Account; Section 1.18 should be interpreted as applying to the Recipient Account, not just the Eligible Transaction Account, in such circumstances.

**1.6. Refused Transfers.** We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

**1.7. Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

## **1.8. Definitions**

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or Recipient Account, as applicable.

"Eligible Transaction Account" is as defined above, except that it shall be limited to a checking, money market or savings account that you hold with us.

"Recipient Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 1.36) that you provide to the Service for a transfer of funds.