



Consumer Online Banking Account and Services Agreement

Introduction:

As used in this agreement, the words "you" and "your" refer to the account holder(s) and the words "Bank", "us", and "we" refer to ConnectOne Bank.

Consumer Online Banking:

- You must have at least one ConnectOne Bank account to enroll in Consumer Online Banking.
- There are no service charges for use of this service.

Bill Paying Service:

- You must be enrolled in Consumer Online Banking to have access to the bill paying service.
- Additional merchants may be added at any time.
- There is no monthly service charge for use of this service. Please refer to our schedule of fees for information regarding miscellaneous charges that may apply.

Credentials:

- For access to Consumer Online Banking, you must enter a User Id and Password, which you will be prompted for at the time of enrollment. The Bank will periodically require you to change your password. The security of your password and/or other access codes is your responsibility. Under this agreement, we are entitled to accept and carry out any instructions entered into the system using your password and other access codes.
- Please remember that Bank employees will never ask you for your password. You understand that your User ID and Password is your electronic signature. It identifies you to us and authenticates and validates the direction given just as your actual signature.
- You agree to maintain the confidentiality of your User ID and Password. You authorize the Bank to honor any transfer requests and provide account information to anyone who provides the correct User ID and PIN. Furthermore, you agree to promptly notify the Bank if an unauthorized person has obtained your User ID and/or Password, or if unauthorized transfers or errors appear on your account statement. You agree that your liability to the Bank for any and all transfers to and from your account(s), whether authorized or unauthorized, as well as your liability for failure to report unauthorized transfers or account errors is limited only by the provisions of the Electronic Funds Transfer Act.

Security:

- You understand the importance of your role in preventing misuse of your account(s) and you agree to promptly examine your paper or electronic statements or documents for each of your accounts as soon as you receive it. Please refer to the Consumer Deposit Account Agreement for additional details. The Consumer Deposit Account Agreement shall govern should there be any conflict between this Agreement and the Consumer Deposit Account Agreement.
- You agree to protect the confidentiality of your account, account number, and all personal information, including your social security number and driver's license number. You understand that any personal information by itself, or together with information related to your account, may allow unauthorized access to your account.
- Any of the credentials for access and/or use of Consumer Online Banking products and services, along with any other authentication processes, are intended to provide security against unauthorized entry and access to your accounts. Your credentials are not meant to be shared. You agree to maintain the confidentiality of your credentials, including, but not limited to, your User ID and password. If you provide someone, or if someone obtains your User ID password or any other credential to access or use Consumer Online Banking products and services, you are authorizing that person to use Consumer Online Banking products and services on your behalf, and you are responsible for all transactions performed under any such credential.
- The Bank utilizes a secure server that supports 128-bit encryption to ensure that your personal information is safely transmitted over the internet. There are Firewalls installed to prevent unauthorized access of confidential information. There is also an automatic lockout feature which will automatically lock out an attempt to access account information after three failed logon attempts. In addition, the system will automatically timeout if your session activity remains idle for a period of twenty minutes. Please read our Privacy Policy for additional steps that we take to protect your personal information.
- Your credentials, including, but not limited to, your User ID and password identifies you and authenticates and validates the instructions given to the Bank as if they were given to us by you in person.
- You agree that ConnectOne Bank is authorized to act on any instruction received under any of your credentials (User ID, password, etc.), whether used alone or with any other credential or authorization processes. This includes your authorization that we honor any transfer requests and provide account information to anyone who provides the proper credential(s).
- You agree that you are solely liable and responsible for any transaction that is performed using any of your credentials (i.e User ID, password, PIN, etc.), including those transactions you authorized or did not authorize, including those that you did not intend or want performed. You agree that you are liable for each and every transaction that is initiated using any of your credentials regardless of whether such use was initiated fraudulently or otherwise. We undertake no obligation to monitor transactions through or on Consumer Online Banking to determine that they are made on your behalf.

Account Access:

- If you have enrolled in Consumer Online Banking, you may access any of your accounts with us for the purpose of reviewing transactions or obtaining balance information. For personal accounts only, you may access any checking, savings, or money market account for the purpose of transferring funds and making loan payments. You may not transfer funds to or from an IRA or Time Deposit.
- If you have enrolled in Consumer Online Banking Bill Paying Service, you may access the checking, savings and money market accounts that you have authorized the Bank to use to pay bills for you.

Limitation on Frequency of Transfers:

You may access your accounts and make transfers at any time. Please refer to your deposit account disclosure for additional information.

Limitations on Dollar Amount of Transfers:

You may transfer up to the available balance in your account.

Processing of Transfers:

Internal transfers processed prior to 9:00 PM EST Monday through Friday, excluding holidays, will be posted on the same day. Transfers made after 9:00 PM EST Monday through Friday, excluding holidays, may not be posted until the next business day. Transfers made on the weekend or holiday will be posted on the next business day. Telephone instructions to make a transfer cannot be canceled after the system has accepted them.

Loan Advances

The Consumer Online Banking platform will allow you to make loan advances from an approved and designated loan account. Pursuant to your request, we will advance funds under an approved eligible loan and transfer those funds for deposit into your ConnectOne Bank accounts. The advance will be processed on the processing date selected by you and submit your submitted instruction. The loan advances will only occur to the extent there are sufficient available funds on the eligible loan account, as determined by the terms and conditions of the applicable loan documents and agreements. If a loan advance exceeds your authorized credit limit, and we inadvertently make the transfer, you are still obligated to repay all amounts advanced according to the terms applicable to the loan account.

Stop Payments:

- You may place a stop payment, utilizing Consumer Online Banking, on any check that you have written. If you do, you agree to the following terms and conditions:

- The information on the stop payment must precisely identify the check number, the payee and the amount of the check. If you do not give exact information, the Bank assumes no responsibility for stopping payment.
- The stop payment must be received in time to give us a reasonable time to act upon it. Stop payments received before 3:00 p.m. on Monday through Friday, excluding legal holidays are processed on the day received. Stop payments received after 3:00 p.m. or on a weekend or legal holiday may not be processed until the next business day. A stop payment must be received before the check has been presented for payment.
- The stop payment order is effective for six months unless renewed through Consumer Online Banking or in writing before the expiration of six months. If the stop payment order is not renewed before the expiration of six months, it will automatically terminate and the Bank is free to pay the check. In such an instance, you hereby agree to release and do waive any and all claims against the Bank with respect to the stop payment order or the check itself and you further agree to indemnify and hold the Bank harmless with regard to any and all claims involving the stop payment order and/or check, which includes the Bank's reasonable attorney fees and costs.
- You understand that there may be claims or demands made against the Bank as a result of your request to the Bank. You agree that you will defend the Bank and will be responsible to the Bank if any claim or demand of whatever nature, is made against the Bank with respect to a stop payment order and/or the check itself. You agree to indemnify and defend the Bank and to reimburse the Bank for any reasonable costs, expenses or attorney's fees that the Bank may incur in defending itself against any such claims or demands. You understand that the Bank will use all reasonable efforts to comply with a stop payment order. However, you understand fully that unless the check number, the payee and the amount of the check are correctly entered on the stop payment order, the Bank assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished.
- You agree to pay a stop payment fee, as noted in ConnectOne Bank's Miscellaneous Bank Fees and Charges, for each new stop payment and for each renewal of a stop payment entered through Consumer Online Banking.
- You must contact the Bank to stop payment on automatic debits processed by the Automated Clearing House (ACH), as this request requires additional documentation to be completed.

Online Documents:

For each account that you have specified the "Online" delivery method, a paper copy of the statement and any account-related notices, including but not limited to, overdraft notices and change-of-address notices, will no longer be produced. When you change an account statement delivery method from "Online" to "Paper" you will lose access to any statements previously delivered online. You may want to save your online statement before making this change.

If you specify the "Online" delivery method for Tax Forms, you will no longer receive a paper copy of any tax form for accounts where you are identified as a primary account holder.

ConnectOne Bank's External Transfer Service for Online Banking Customers

- Within Online Banking, you have the option of participating in ConnectOne Bank's External Transfer Service which allows you to transfer funds between your linked personal deposit

accounts at ConnectOne Bank and certain deposit accounts owned by you at other financial institutions using an account number and financial institution identifier via the Automated Clearing House ("ACH"). An inbound transfer moves funds into an account you own at ConnectOne Bank from an account you own outside ConnectOne Bank. An outbound transfer moves funds from an account you own at ConnectOne Bank to an account outside ConnectOne Bank that is owned by you.

You must be enrolled in Online Banking to use ConnectOne Bank's External Transfer Service. You will need to provide certain identifying information about each non-ConnectOne Bank account in order to register that account for this service. For inbound transfers, you agree that you will only attempt to register non-ConnectOne Bank personal accounts that you own or for which you have the authority to transfer funds.

Based on a micro-deposit process, transfers may take up to 3 business days to process. Funds will be debited from your ConnectOne Bank account on the business day you direct us to initiate processing of the transfer, and typically will be credited to the receiving account later the same business day. Transfers initiated after 6:00 PM may be processed on the following business day. Also, external transfers will be subject to the following limits:

Per Item: \$3,000.00 per account

Daily Limit: \$3,000.00 per account

Special rules apply to Remittance Transfers, including, but not limited to, disclosures, cancellation and refund rights and error resolution rights. See Electronic Funds Transfer Agreement for details. Some of the above services may not be available for certain accounts, customers, or if you access Online Banking through Mobile Banking Apps or Mobile Web. ConnectOne Bank cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner.

You agree that you will have sufficient available funds in the designated deposit account to cover all outbound transfers on the date scheduled. If an account does not have sufficient funds available on the scheduled transfer date, the transfer may not be made. For other deposit accounts, if the account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon, as set forth in your Deposit Agreement. If we do elect to initiate the transfer, you agree to pay all related fees as disclosed in your Deposit Agreement.

Funds Availability and Holds on External Transfers:

Transfers initiated through the External Transfer Service are subject to verification and may be delayed or held for review. Funds credited to your account via ACH will not be immediately available for withdrawal or further transfer. Availability will be delayed for up to (2) business days for established accounts and (5) business days for accounts opened for less than 30 days.

We reserve the right to refuse, delay or reverse any external transfer if we suspect unauthorized activity, insufficient funds, or potential fraud.

Miscellaneous:

We reserve the right to temporarily suspend this service at any time without prior warning. Our liability for failing to make a transfer under this Agreement is specifically limited by the Electronic Fund Transfer Act, as well as all other applicable Federal and State laws. The provisions of this Act are outlined in your Electronic Funds Transfer Disclosure.

Termination:

This agreement will remain in effect until you or the Bank terminates it. A termination by you will not be effective until the Bank has received from you a signed written notice of the termination and has had reasonable time to act upon it. If there is no activity on your Consumer Online Banking service for a period of 180 days, the Bank will terminate your service. If we do this, you will be required to re-enroll in Consumer Online Banking.

Regulations:

Transfers made in accordance with this Agreement, and all rights and liabilities of both you and the Bank, are subject to the provisions of the Electronic Fund Transfer Act or Fair Credit Reporting Act. You were provided with a copy of the Electronic Fund Transfers Disclosure when you opened your account. You should review this disclosure prior to performing transfers through Consumer Online Banking and Bill Pay Service as it gives general information outlining your rights and responsibilities for these transactions.

Amendments:

The Bank reserves the right to change any terms or fee disclosed in this agreement upon twenty-one days written notice to you.

Continuing Effect:

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. In the event any provision of this agreement conflicts with state or federal law or is held to be invalid by a court, the remainder of the agreement will continue to be valid.

Consumer Mobile Deposit

1. **Mobile Deposits.** Deposits of first party checks (i.e. of checks made payable to the Customer as the payee), drawn on financial institutions located in the United States and endorsed by Customer for deposit into the Account at Bank ("Checks") may be made into the Account in accordance with the terms of this Agreement ("Mobile Deposits"). Customer may not make Mobile Deposit of: (A) checks drawn on the account of the Customer, any affiliate of the Customer, or any individual principal of the Customer; or (B) any items other than Checks, including but not limited to: (i) third party checks (i.e. checks payable to a third party and endorsed to Customer); (ii) checks drawn on financial institutions not located in the United States. Bank reserves the right to reject any Check or any other item presented for Mobile Deposit, or to reject any Mobile Deposit in its entirety.
2. **Funds Availability.**

- a. The Bank does not become responsible for Mobile Deposit transactions until the Customer receives an e-mail confirmation of the Mobile Deposit that includes the amount of the Mobile Deposit ("Verification").
- b. Mobile Deposits Verified by 5 P.M. on a banking day for commercial banks located in the State of New Jersey ("Banking Days") shall be treated as made on that Banking Day. Mobile Deposits Verified after 5 P.M. on a Banking Day, or Verified on a non- Banking Day, shall be treated as made on the next Banking Day.
- c. Mobile Deposited Checks shall be treated as "non-local" items as defined in Federal Reserve Board Regulation CC. Despite this treatment, but subject to the remainder of this Agreement, the Bank may grant provisional credit to the Account, on the first Banking Day after the day of Verification, for Checks that have been the subject of Mobile Deposit. The Bank reserves the right to refuse to grant provisional credit for any Check for any reason, including Bank's doubt regarding the authenticity, validity or collect-ability of any Check.
- d. The terms of this Mobile Deposit Agreement, as it applies to Remotely Deposited Checks, control any contrary provisions of the Bank's Funds Availability Policy Disclosure.**

3. Customer Responsibilities.

- a. Customer will, on a daily basis, review all input and output, controls, reports, email messages, and documentation, to ensure the integrity of data relating to Customer's Mobile Deposits. Customer is responsible for promptly initiating communication to correct any improperly processed data that these reviews would disclose. If any error results from incorrect input supplied by the Customer, Customer will use commercially reasonable efforts to immediately discover and report such error to the Bank.
- b. If Customer becomes aware of any error or irregularity with respect to any Mobile Deposit, Customer shall promptly notify Bank of the same. Notification shall be made through the e-mail address listed on the Mobile Deposit confirmation, or in such other manner as the bank may direct from time to time.
- c. Without regard to lack of care of either the Bank or the Customer, a Customer who does not, within thirty (30) days after receipt of a statement from the Bank for the time period when a Mobile Deposit was made (or is claimed by the Customer to have been made) repost any alleged error regarding such Mobile Deposit to Bank, is precluded from asserting, and does hereby waive, any claim against the Bank or any agent of the Bank relating to such Mobile Deposit or claimed Mobile Deposit.
- d. Items which have been Remotely Deposited may not be redeposited, either in another Mobile Deposit, or in paper form. Customer's knowingly allowing such redeposit or duplicate deposit is agreed to constitute fraud.** Customer's other redeposit or duplicate deposit of Checks is agreed to constitute negligence. Customer's failing to keep the paper originals of items that have been Remotely Deposited safe and secure is agreed to constitute negligence. Original checks should be destroyed after the first statement cycle from the deposit date. All remotely deposited checks must be endorsed "For Mobile Deposit Only, ConnectOne Bank" AND signed by the account owner. Checks not endorsed in this manner will not be accepted.
- e. Customer is solely responsible for creating and maintaining user accounts allowing for Mobile Deposit, including assigning and revoking access privileges for users and providing new and subsequent passwords and user codes to users. It is the

Customer's sole responsibility to maintain the confidentiality of the passwords and user codes and the security of access to the System for the purpose of making Mobile Deposits. Customer's failing to maintain the security of the passwords and user codes and of access to the System is agreed to constitute negligence. Customer shall not allow any third party to make Mobile Deposits through the use of the System. Customer will notify the Bank immediately if the security of the passwords and user codes has been compromised.

- f. Customer will not originate any transaction that does not comply with the laws of the United States and the State of New Jersey. This prohibition includes, but is not limited to, the Office of Foreign Asset Control laws and regulations.
- g. Customer is solely responsible for any loss of or damage to the Hardware, Software, or other elements of the System.

4. **Customer Warranties.** By presenting a Check for Mobile Deposit, Customer represents and warrants to Bank that:

- a. Customer has complied with all requirements of this Agreement, including Section 1 and Section 5(D).
- b. Customer is entitled to enforce the Check.
- c. All of the signatures on the Check are authentic and authorized.
- d. The Check is not subject to a defense or a claim in recoupment that can be asserted against the Customer.
- e. The Customer has no knowledge of any insolvency proceeding commenced against the maker/drawer of the Check.

5. **Bank Responsibilities.**

- a. Bank will provide a representative to assist Customer with the initial installation to make Mobile Deposits if requested by Customer.
- b. Bank will provide technical support for the application on Banking Days during normal business hours.
- c. The Bank, through its data processor will process items, transactions and data necessary to effect the Mobile Deposit of Checks on the basis of information furnished by the Customer.
- d. Bank will use commercially reasonable efforts to reprocess any transactions, based upon data supplied by the Customer, which is necessary to correct any Customer error.
- e. If a Check is dishonored or otherwise returned, the Customer will receive an image, or a Substitute Check [as defined at 12 CFR 229.2(aaa)].

6. **Bank Warranty Disclaimer.**

- a. **Bank makes warranty, express or implies, including any warranty of merchantability or fitness for a particular purpose, with respect to the Software, the recommended Hardware, or any other aspect of the System.**
- b. The remedies set forth in this Agreement, and in particular in the Section entitled "Bank Responsibilities", shall be the sole and exclusive remedies of Customer against Bank; provided, however, that nothing in this Section is intended to waive any right or remedy of Customer that may not be subject to waiver under applicable law.

7. **Suspension or Termination of Mobile Deposit Privileges; Amendment; Imposition of Conditions or Limitations.**

- a. Bank may suspend or terminate Customer's privilege to make Mobile Deposits at any time, with or without cause, by notifying Customer of such suspension or termination.
 - b. Bank may amend this Mobile Deposit Agreement, or may condition or limit Customer's privilege to make Mobile Deposits, at any time, by notifying Customer of such amendment, or of such conditions or limitations.
- 8. **Limitation of Liability of Bank.** The Bank shall not be liable to the Customer: (A) for any act or neglect of the Software Provider or any internet service provider; (B) for any image of any Check, or for any other data not received by Bank or Bank's data processor; (C) for the insufficiency or unclarity of any image of any Check or any other such data, as received by Bank or Bank's data processor; (D) for any alteration of any Check occurring either before or after a Mobile Deposit of such Check; (E) for the failure to detect any alteration, counterfeit check, or multiple deposit of a Check; (F) for any unauthorized access to Customer's System; (G) for any acts of Customer's employees or third parties, including any unauthorized use of the System or any breach of System security; (h) for any unauthorized access to the Account or transactions of Customer as a result of Customer's use of the System; or (i) for any delay in the processing of any Mobile Deposit not caused solely by the negligence of Bank.

BANK WILL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY CUSTOMER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS OPERATION LOSS, REGARDLESS OF WHETHER BANK IS ADVISED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES.

You understand that, while we and our service providers have established certain security procedures, such as firewalls, Codes and data encryption designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You also understand that access to the Service will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. You agree that we are not responsible for any such unauthorized access, delays or malfunctions, and we are not responsible for the acts of third parties.

- 9. **Indemnity by Customer.** The Customer hereby indemnifies the Bank, and agrees to hold the Bank harmless from any claim, loss, liability, action, cause of action, cost, expense, including but not limited to reasonable attorneys' fees and payments pursuant to settlements, arising out of, resulting from, or relating to: (A) any Check Remotely Deposited by

the Customer; (B) any check or other item Remotely Deposited by the Customer, specifically including, but not limited to, any counterfeit check or any altered check; (C) any negligence or fraud of Customer (including Customer's agents and employees); (D) any breach by the Customer of the terms of this Mobile Deposit Agreement; (E) any breach by the Customer of any warranty given under applicable law, including but not limited to N.J.S.A. 12A:3-416; (F) any multiple deposit or redeposit of any Check, whether by Customer or by any third party, and whether or not accomplished through use of the System or otherwise; (G) Bank's compliance with instructions, information or data supplied by Customer; (H) the insufficiency of, or any error in, any instructions, information or data supplied by Customer.

This indemnity is intended to indemnify Bank against any of the foregoing, unless the same were caused solely by the Bank's own negligence.

10. **Force Majeure.** Bank will not be liable to Customer for any delay in, or failure of, any Mobile Deposit (including the crediting of any funds to the Account) occurring as a result of communication service interruptions, strikes or other labor disputes; power or equipment failure; fires; floods; acts of God; federal, state, or municipal action; statute; ordinance or regulation; revolution or other civil disorders; wars; acts of enemies; or, without limiting the foregoing, any causes not within Bank's reasonable control, whether similar or dissimilar to the causes listed above.
11. **Governing Law.** Unless pre-empted by federal law or regulation, all matters relating to the Mobile Deposit of Checks under this Agreement, or otherwise arising with respect to the relationship between Customer and Bank under this Agreement, shall be determined in accordance with the laws of the State of New Jersey, without regard to conflicts of law rules.
12. **Consent to Jurisdiction.** Customer consents to the jurisdiction of any state or federal court located in the State of New Jersey.
13. **Deposit Account Agreement.** This Mobile Deposit Agreement will govern the Mobile Deposit of Checks into the Account, and other subjects specifically set forth in this Mobile Deposit Agreement. Except to the extent that a matter is specifically subject to this Mobile Deposit Agreement, the terms of the Deposit Account Agreement shall control, and are hereby incorporated.
14. **Severability.** To the extent a provision of this Agreement is found by a court to be invalid or unenforceable, this Agreement will be construed as if such provision were omitted, and the remainder of the Agreement will continue to be valid.
15. **Entire Agreement.** Except as set forth in Section 16, this Agreement is the entire agreement, and supersedes any prior agreements and contemporaneous oral agreements, of the parties concerning its subject matter.
16. **Amendments.** No amendment of, or waiver of a right under, this Agreement will be binding unless it is in writing and signed by the party to be charged.

Authorization and Acknowledgement:

- By electronically consenting to this agreement, you authorize the Bank to provide account information, transfer funds between your accounts, make ConnectOne Bank loan payments from your deposit accounts with us, place stop payments on checks you have written and provide paid check images, in accordance with the provisions of this agreement. If you choose to enroll in Bill Paying Service, you authorize ConnectOne Bank to charge your account(s) for any applicable miscellaneous service charges. By accessing Consumer Online Banking, you accept the terms and conditions of this agreement.
- By submitting this Agreement, you acknowledge that you have read, understand, and accept the terms and conditions of this agreement, a copy of which has been given to you. You certify that all information provided is accurate.

- For accounts that have a minor as a joint signer, you acknowledge that this Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement. Additionally, you agree to assume full responsibility for and on behalf of the minor being granted permission to use the service. As parent/guardian of the minor named above, I authorize CNOB to permit said minor to utilize online banking, mobile banking services and remote deposit capture. This agreement expires when the minor reaches age 18, closes the account or Parent/Guardian terminate this agreement in writing, whichever occurs first.