

**Agreement**

- 1. Agreement.** This Agreement is a contract that establishes the rules for delivery and acceptance of electronic statements and notices ("eStatements") distributed by Lakeland Bank ("Bank") through its Online Banking System ("System"). By accepting this Agreement, you agree to all the terms and conditions herein. The terms and conditions of the deposit agreements and disclosures for each of your Bank Accounts, as well as any other agreements with Bank, continue to apply notwithstanding anything to the contrary in the Agreement.
- 2. Definitions.** As used in the Agreement, the terms "we", "our", "us" and "Bank" mean Lakeland Bank. "You" and "your" refer to the account owner or designated person(s) authorized to act on behalf of the account owner. "eStatement(s)" refer to electronic statements and notices distributed to you by Bank. "Services" mean the delivery and acceptance of eStatements, including both the e-mail notification and the distribution of electronic statements and notices. "Account(s)" mean your account(s) at Bank. "System" refers to the Bank's Online Banking System.
- 3. Services.** You hereby request and authorize Bank to send e-mail notifications that your regular periodic Account statement(s) and/or notices(s) are available in electronic format through System. You understand that you will no longer receive paper Account statements and/or notices and are responsible for reviewing your eStatement(s) in a timely manner. The Accounts that will receive eStatements are defined by you and can be added by completing the enrollment process through the System or changed by contacting us as indicated in the "Communication" section below.

An e-mail notification will be sent to the e-mail address provided by you. The notification will inform you that your eStatement is available. In order to view your eStatement(s), you must log in to the System via Bank's website at [www.lakelandbank.com](http://www.lakelandbank.com). Your eStatement(s) will be available through the System for the following terms: (a) Account statements: 18 months; (b) notices: 60 days. You are responsible for printing or saving copies of your eStatement(s) for your permanent records. If you require a copy of your eStatement(s) after the above terms have expired, you must follow the procedure below for obtaining a paper copy.

In the event that your Account is closed, your eStatement for that Account will no longer be available through the System. IT IS YOUR RESPONSIBILITY TO CONTACT THE BANK TO TERMINATE ESTATEMENT SERVICES. Upon termination, any final statements will be mailed to the address on file with the Bank.

- 4. System Requirements.** You agree that you have and will maintain a valid System Access ID, access to the System, a valid e-mail address, and a computer with a working connection to the internet.

In addition, you affirm that you have access to the following computer software and hardware which is required to provide Services to you:

- Windows Vista, 7, 8, 8.1 or 10 Operating System (Microsoft) or MAC OS X 10.7.5 or later (Apple)
- Internet browsers, including:
  - Internet Explorer version 9.0 or higher
  - Mozilla Firefox version 32.0 or higher
  - Google Chrome version 40 or higher
  - Apple Safari version 6 or higher
- Adobe Acrobat 8.0 or higher
- Method to store eStatements, including printer, or sufficient memory and storage (disk drives, flash drive, optical or magnetic storage media)

If you do not access the System for a period of 180 days, your System Access ID will be deactivated and you will not be able to access the System. In order to again access to the System, you will have to re-enroll. IT IS YOUR RESPONSIBILITY TO MAINTAIN ACCESS TO THE SYSTEM IN ORDER TO ACCESS YOUR ESTATEMENTS. OTHERWISE, YOU SHOULD CONTACT THE BANK TO TERMINATE ESTATEMENT SERVICES. Upon termination, all future statements will be mailed to the address on file with the Bank.

Any changes to System requirements will be communicated to you by Bank. If such changes prevent you from using the Service, you may cancel your participation in the Service immediately by terminating this Agreement as detailed below. You agree to notify Bank immediately if you are unable to access any of the information that has been delivered by Bank in an electronic format.

5. **Termination.** You may terminate the Agreement at any time by contacting us in writing as indicated below. Bank may also terminate this Agreement at any time and for any reason without advance notice to you. Termination of this Agreement will result in Bank mailing future Account statements and/or notices to the Account address on file with Bank.
6. **Obtaining a Paper Copy.** You have the right to obtain a paper copy of any eStatements. To obtain a paper copy, you must contact us as indicated in the "Communication" section below. Refer to the current Consumer Fee Schedule for applicable fees.
7. **E-Mail Address.** You agree to maintain a valid e-mail address to receive the eStatement notifications. If you change your e-mail address, you must update your e-mail address through the System or notify the Bank by contacting us as indicated in the "Communication" section below. You acknowledge that eStatement notifications are provided via e-mail as a convenience but are not required to be received in order to access the Service.
8. **Address.** You agree to update your physical and mailing address on file with Bank.
9. **Liability; Indemnification.** You agree that Bank will not be responsible or liable for any claims, damages or costs of any kind or type, including consequential or incidental damages, arising from: (a) Bank's performance of the Service; (b) unauthorized access to the System; (c) inability to access your eStatement(s) because of computer, e-mail or internet failures, or regularly scheduled or emergency maintenance periods; or (d) any costs associated with updating or modifying your hardware or software in order to access the System. You further agree to hold harmless and indemnify Bank for any and all claims, damages or costs of any kind or type arising due to your failure to comply with the terms and conditions of this Agreement, including adherence to the security obligations described in the following section.
10. **Security.** You agree to protect your access to System and to your e-mail program, including storing your login/access IDs, multifactor authentication settings, and passwords in a secure location or committed to memory.
11. **Communication.** For questions about eStatements, please visit our website at [www.lakelandbank.com](http://www.lakelandbank.com), or contact us as indicated below. Any requests for changes in enrollment or termination of this Agreement must be requested in writing as indicated below.

E-Mail: [eBanking@lakelandbank.com](mailto:eBanking@lakelandbank.com)

Postal Mail: Lakeland Bank  
Attn: eBanking Department  
250 Oak Ridge Rd  
Oak Ridge, NJ 07438

In-Person: Any branch office of Lakeland Bank

Telephone: (866) 224-1379

Facsimile: (973) 697-1538

12. **Change in Terms.** We may change any term of this Agreement at any time. If the change would result in increased fees for the Services or increased liability for you, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of the Services. We will post any required notice of the change in terms on the website ([www.lakelandbank.com](http://www.lakelandbank.com)) or forward it to you by e-mail, online message or by postal mail. Otherwise, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any or all of the subject Services after such notification is provided indicates your acceptance of the change in terms. We reserve the right—but will not be required—to waive, reduce or reverse charges or fees in individual situations, in Bank's sole discretion. You acknowledge and agree that changes to fees applicable to specific Services are contained within the Consumer Fee Schedule.
  
13. **Entire Agreement.** This Agreement, together with the enrollment form, Consumer Online Banking Agreement, Deposit Account Agreement and Consumer Fee Schedule, constitutes the entire Agreement between Bank and you with respect to the subject matter hereof and may not be amended or modified except in writing by the Bank. The terms and conditions of the Consumer Online Banking Agreement, as well as the Deposit Account Agreements and disclosures for each of your Bank Accounts and each of your loan agreements continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is subject to applicable federal laws and shall be governed and construed under the laws of the State of New Jersey without giving effect to its conflict-of-law principles.