Company Information

Company Name _____
Address _____
City, State, Zip _____
hereafter referred to as "Company".

This Agreement is made on this _____ day of _____, 2 0 _____, by and between "Company" and Lakeland Bank having an address of 250 Oak Ridge Road, Oak Ridge, New Jersey 07438-8906 ("Bank").

Business Online Banking Access Agreement

1. ***Agreement.*** This Agreement, in addition to the Fee Schedule, Application and Resolution, is a contract that establishes the rules that cover your electronic access to your Accounts at Bank through the Business Online Banking System ("System"). By using System, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements, schedules and disclosures (as applicable) for each of your Accounts at Bank, as well as your other agreements with Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

   This Agreement is subject to applicable federal laws and shall be governed and construed under the laws of the State of New Jersey without giving effect to its conflict-of-law principles. Any disputes arising under this Agreement will be heard in any court of competent jurisdiction (state or federal) in the State of New Jersey.

2. ***Definitions.*** As used in this Agreement, the words "we", "our", "us" and "Bank" mean Lakeland Bank. "You" and "your" refer to the above-referenced Company authorized by Bank to use System under this Agreement, and anyone else authorized by Company to exercise control over Company's funds through use of System. "Account" or "Accounts" means your accounts at Bank. "Bill Payment" means bill payments provided through System. "Business Days" means Monday through Friday, other than Bank holidays. "Electronic Funds Transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, and transfers to and from your Accounts using System, including Bill Payments, Direct Deposit of Payroll, ACH Origination, Wire Transfers, and EFT Tax Payments. "Payee" means anyone, including the Bank, you designate to receive Bill Payments and Bank accepts as a Payee. "System Services" means the services provided pursuant to this Agreement, including Business Bill Payment Service, Payroll, Wire Transfers, EFT Tax Payments, and ACH Origination (both debits and credits). "Website" means www.lakelandbank.com. All other capitalized terms relate to forms or services defined or referenced elsewhere in the Agreement.

3. ***Access.*** To use System, you must have at least one Account at Bank, access to the Internet, and a valid e-mail address. Once we have received your signed Application, Agreement and Resolution, and have verified your Account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned Access ID and temporary password. Access to Accounts and other System Services will be based upon the identification of users and authority levels specified by the designated Senior Administrator via System.

   Access IDs, along with System profiles, are registered to individual users and are not meant to be shared. If you give someone your Access ID, password, password device or other login credentials, you are authorizing that person to use System, and you are responsible for all transactions the person performs under your Access ID. You agree that we are authorized to act on instructions received under your Access ID and all transactions that person performs, including those transactions you did not intend or want performed, are authorized transactions. Transactions that you or someone acting with or for you initiates with fraudulent intent are also authorized transactions. We undertake no obligation to monitor transactions through System to determine that they are made on your behalf.

4. ***Accounts.*** System can be used to access only Accounts that you have designated on your Application and which Company owns. Bank has the right to restrict access to any Account if ownership of that Account is not controlled by the Company or its subsidiaries. You can add or delete Accounts by completing a new Application.

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5. ***System Services.*** You may use System to check the balance of your Accounts, view Account histories, transfer funds between your Accounts, view check, deposit slip and deposited item images (if available), make loan payments and advances, make stop payment requests (subject to the restrictions noted below), change your e-mail address (if available), set-up automated electronic notifications (if available), download Account statements, and make Bill Payments from your Accounts in the amounts and on the dates you request, if you have requested the Business Bill Payment Service. Some of these services may not be available to you. Balance and activity information as of the close of a Business Day are available at the start of the following Business Day, and may include transactions posted to your Account on the current Business Day, including but not limited to: in-branch deposits and withdrawals, telephone and online banking transfers and payments, Bill Payments, and ATM, Debit Card and ACH activity.

   Additional services that may be available are: Direct Deposit of Payroll, ACH Origination, Wire Transfers, EFT Tax Payments, and Positive Pay.

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

7. ***Passwords.*** For security purposes, to access your Accounts, you must enter your assigned Access ID and password. During the initial logon, you will be required to change the temporary password assigned by Bank to one of your choosing. You determine what password you will use, and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password, and you are responsible for all financial transactions performed using your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your login session will be locked out for five (5) minutes. After that time, you may try again to enter a correct Access ID and password combination. Failure to enter your login information correctly will result in revoked access to System. To re-establish your authorization to use System, you must contact us to have your password reset or to obtain a new temporary password.

   Minimum password requirements are determined and set by Bank, and may be revised from time to time. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, etc., and should be memorized rather than written down.

   In addition to or in lieu of passwords, separate security devices and/or procedures may be required, as determined by Bank, to access System or System Services, including, but not limited to: (a) one-time-password generating devices ("Tokens"); (b) computer identification files ("Cookies"); and/or (c) security questions and answers. The requirements and use of these additional security measures will be determined and updated by Bank, from time to time.

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

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

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

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

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

13. ***System Stop Payments.*** Stopping the payment of a check is different from the cancellation of a Bill Payment (refer to the section titled "Bill Payment Stop Payments"). You may initiate stop payment requests online via System only for paper checks you have written on or electronic (ACH) items presented against your Accounts (not Bill Payments, unless it is a Rush Payment). To be effective, you must precisely identify, in the stop payment order, the name of the payee, the check number (if applicable), the amount, and the date of the check/item. You will incur stop payment charges as disclosed in the applicable Fee Schedule for the applicable Account. If you make your stop payment request online or by telephone, we may require you to put your request in the form of a paper writing and send it to us within fourteen (14) days of your original request. If we do not receive this paper writing, the stop payment order will lapse after the fourteen (14) days and the Bank is free to pay the item. A stop payment order is effective for six (6) months but may be renewed through System or in writing before the expiration of six (6) months. If a stop payment order is not renewed, it will automatically terminate and Bank is free to pay the item. In such an instance, you hereby agree to release and do waive any and all claims against Bank with respect to the stop payment order or the check itself and your further agree to indemnify and hold Bank harmless with regard to any and all claims involving the stop payment order and/or check, which includes Bank's reasonable attorney's fees and costs.

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

14. ***Business Bill Payment Service.***

    (a) **Access.** Business Bill Payment Service is made available through the System. Access to the Business Bill Payment Service is registered to the System user or a user designated by the System user.

(b) **Account.** You must designate the Account from which Bill Payments are to be made. By using Business Bill Payment Service, you agree that, based upon instructions received under your Access ID and password, we can charge your designated Account by debiting and remitting funds on your behalf.

(c) **Payees.** You must designate the complete name of the Payee, the Payee account number, and the Payee's remittance address, all exactly as shown on the billing statement or invoice. We reserve the right to refuse to pay any Payee designated by you. If we do so, we will notify you promptly. You hereby agree and authorize us to utilize the most effective means to process your transaction, including, without limitation, electronic, paper, or other draft means. You may pay any Payee within the United States (including U.S. territories and Army Post Offices (APOs)).

(d) **Bill Payments.** In scheduling Bill Payments, do not use the payment due date. If the Payee is to be paid by paper check (as indicated on the Payee list), you understand and agree that paper checks are mailed to the Payee and the Payee may not receive the Bill Payment until five (5) to eight (8) Business Days after the date the Bill Payment is debited from your Account. If the Payee is to be paid electronically (as indicated on the Payee list), you understand and agree that the Payee may not receive the Bill Payment until 72 hours after the date the Bill Payment is debited from your Account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of Bill Payments by a third party, including but not limited to delivery of postal mail and/or the failure of the Payee to properly post a Bill Payment to your account with the Payee.

Rush Payments are available through the Online Bill Payment Service and offer limited guarantees and tracking information. Rush Payments are paid by check drawn on your Account, and are therefore debited from your Account once the check is presented for payment.

Bill Payments made after the cut-off time will be processed on the following Business Day. The cut-off time on each Business Day is 4:00 p.m. Eastern Time. If you schedule a Bill Payment for a date that is not a Business Day, it will be processed on the following Business Day.

The Bank reserves the right to change the cut-off time. You will receive notice in advance of any change.

A recurring Bill Payment is one that is automatically rescheduled by the Business Bill Payment Service. Based upon your selected frequency settings for the Bill Payment, a process date is calculated for the next occurrence of the Bill Payment. If the calculated process date is not a Business Day, it is adjusted based upon the following rules:

- If the recurring Bill Payment's "Pay Before" option is selected, the process date for the new occurrence of the Bill Payment is adjusted to the first Business Day prior to the calculated date;
- If the recurring Bill Payment's "Pay After" option is selected, the process date for the new occurrence of the Bill Payment is adjusted to the first Business Day after the calculated date;
- If the frequency settings for your recurring Bill Payment specify the 29th, 30th or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

The Business Bill Payment Service will calculate the estimated arrival date of your Bill Payment. This is only an estimate. Please allow ample time for your Bill Payments to reach your Payees.

(e) **Restrictions.** Certain restrictions apply to Bill Payments sent via the System: (a) The payee or merchant must be located in the United States (including U.S. territories and APOs); (b) Bill Payments may not be remitted to tax authorities, government agencies or collection agencies; (c) payments to security companies for stock purchases or trade taxing authorities are restricted; and (d) court directed payments such as alimony, child support or other legal debts are restricted. In addition, Bill Payments are restricted to the following limits: (i) Bill Payments in total cannot exceed $75,000.00 per Business Day; (ii) Bill Payments and Transfers cannot exceed $50,000.00 per transaction. Exceptions to these limits can be requested and must be approved by an officer of Bank. You agree to schedule Bill Payments accordingly and acknowledge that these limits may be changed at any time by Bank.

(f) **Available Funds.** You agree to have available and collected funds on deposit in the Account that you designate in amounts sufficient to pay all Bill Payments requested. Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with the above requirements or any other terms of this Agreement. If you do not have sufficient funds in the Account and Bank does not exercise its right to reverse or reject a Bill Payment, you agree to pay for such Bill Payment obligations on demand. You further agree that Bank, at its option, may charge any of your Accounts with Bank to cover such Bill Payment obligations.

(g) **Canceling a Payment.** To cancel a Bill Payment you have scheduled through System, you must complete the cancellation request to cancel the Bill Payment online via System (by following the onscreen instructions) before the cut-off time (4:00 p.m. Eastern Time) on the date the Bill Payment is scheduled to be processed.

(h) **Stop Payments.** Once a Bill Payment has been debited from your Account, you cannot cancel or stop a Bill Payment that has been paid electronically. You may be able to stop payment on a Bill Payment that has been paid by paper check (EXCLUDING Rush Payments) by contacting us by telephone or in writing before that paper check has cleared (you will have to contact us to determine whether or not the paper check has cleared, or you may use the Online Bill Payment Service to research the status of the paper check). If the paper check has not cleared and it is not a Rush Payment, we will attempt to process your stop payment request. To be effective, you must precisely identify the name of the payee, the transaction number, the amount and the scheduled date of the Bill Payment. If the check has not cleared and it is a Rush Payment, we will attempt to process your stop payment request in accordance with the System Stop Payments section above.

(i) **Fees.** You agree to pay the fees and charges for your use of Business Bill Payment Service as set forth in the current Fee Schedule. You agree that all such fees and charges will be deducted from the Account designated "Primary Checking Account" on your Application Form. If you close your Primary Checking Account, you must contact us immediately to designate another Account as your Primary Checking Account. If you fail to designate an Account, we will apply any such fees to any Account at Bank on which Company is an owner and that is subject to Bank's right of setoff. Fees for additional Business Bill Payment services, including but not limited to (i) overnight delivery fee, (ii) 2nd day delivery fee, (iii) charitable donation fee, and (iv) gift pay fee, are disclosed within the Business Bill Payment Service before they are incurred, at which time the Bill Payment may be cancelled to prevent the fee from being charged.

Bank reserves the right to charge you for research time set forth in the current Fee Schedule involving Bill Payments no longer available in your screen history.

(j) **Liability.** Subject to the limitations herein, if you follow the procedures for Bill Payment set forth in this Agreement and you are assessed a penalty or late charge, our total liability to you shall be up to a maximum of fifty dollars ($50).

In the event you do not comply with the provisions of this Agreement, or you schedule a Bill Payment closer to its due date than the minimum number of Business Days as required under this Agreement, we will have no liability and you will bear full responsibility for all penalties, late fees and all other costs.

You are liable for all transactions made by you or by a person that you authorize to access the Business Bill Payment Service, even if that person exceeds his or her authority. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment.

15. ***Wire Transfers.*** Wire Transfer requests placed via System shall be subject to the following terms and conditions:

A hold will be placed on the Account from which the Wire Transfer is to be made for the amount of the requested Wire Transfer on the date the request is processed by Bank. All Wire Transfer instructions must be sent to and received by Bank before 5:00 p.m. Eastern Time on a Business Day to be processed the same day. Wire Transfer instructions received by Bank after 5:00 p.m. Eastern Time on a Business Day, or on Saturday, Sunday or Bank holiday, will not be processed until the following Business Day. Wire Transfer instructions for transfers totaling or exceeding $100,000 must be received by Bank before 12:00 noon Eastern Time on a Business Day. Wire Transfer instructions for transfers exceeding $100,000 received by Bank after 12:00 noon Eastern Time on a Business Day, or on Saturday, Sunday or Bank holiday, may not be processed until the following Business Day.

Wire Transfer instructions must be complete and must include all information required by Bank, as determined by Bank from time to time, including, but not limited to, complete name and address information for all beneficiaries, beneficiary financial institutions, and receiving financial institutions., as well as international correspondent banks.

Upon receipt of Wire Transfer instructions requested via System, Bank shall be authorized to transfer funds by wire, telex, book entry, or other means from Account of your designation in such instructions, whether now or hereafter maintained with Bank, to any account designated by you in such transactions. Bank is also hereby authorized to act upon such other directions and instructions ("Subsequent Instructions") relating to Wire Transfer instructions previously placed through System, including the cancellation or revocation or such prior instructions. Any Subsequent Instructions must be in writing or, if given by telephone, must be confirmed in writing, and must be signed by a person authorized to withdraw funds by means other than System from the Account from which the Wire Transfer is to be made. You will indemnify and hold Bank harmless from and against any and all claims,

demands, losses, liabilities or expenses, including attorney's fees (whether or not such attorneys are employed by Bank or any other company) incurred by Bank in acting or attempting to act pursuant to any such Subsequent Instructions. Any such Subsequent Instructions must be timely given and Bank makes no representation or warranty as to its ability to revoke or cancel a Wire Transfer once made. In the event Bank receives proper instructions to revoke or cancel a Wire Transfer already made, Bank may, but shall not be obligated to, attempt to recover the funds from the transferee using whatever steps it deems reasonable to accomplish the same, and you will indemnify Bank against any and all claims, demands, losses, liabilities or expenses, including attorney's fees (whether or not such attorneys are employed by Bank or any other company) which Bank may incur in attempting to effect such recovery of funds.

You will promptly examine all periodic statements for any Account that is the subject of a Wire Transfer. Not more that sixty (60) days after receipt of a periodic statement for any Account that is the subject of a Wire Transfer instruction, you will immediately notify Bank of any discrepancy or error therein. Upon request, Bank will provide you with such additional information with respect to said Wire Transfer as you may reasonably request.

You agree that Bank shall not be liable for any error or delay on the part of any agent used by Bank in the execution of any Wire Transfer or related act. Further, Bank shall not be liable for any error or delay in a Wire Transfer or related act due to any cause other than Bank's own gross negligence. You agree that all damages and other compensation due as a result of Bank's gross negligence in promptly and accurately effecting a request for a Wire Transfer or related act shall be limited to an amount equal to interest on the funds at the federal funds rate paid by Bank at the close of business of each day the error or delay remains uncorrected; provided, however, that if Bank is unable to recover all or any part of erroneously transferred funds for a transferee who has no claim to them, Bank shall be liable for your actual loss, not to exceed the amount of funds which Bank is unable to recover.

Following the receipt of an instruction for a Wire Transfer, Bank reserves the right to verify or authenticate any request for a Wire Transfer or other related act by subsequent telephone calls to one or more of your officers or persons designated by you, or by any other means which Bank may deem appropriate, but its failure to verify or authenticate any such instructions shall not be evidence of any failure to exercise reasonable care or good faith. Bank shall not be liable for its refusal to honor any instruction for a Wire Transfer if Bank in good faith is unable to verify or authenticate such instruction to Bank's satisfaction or Bank believes in good faith that such instruction violates a federal, state or local law, regulation or court instruction. Bank shall be under no obligation to make any Wire Transfer unless you have an Account with Bank with collected funds sufficient to cover such Wire Transfer.

Bank shall have no obligation with respect to any instruction for a Wire Transfer until accepted by Bank. Bank reserves the right to reject any Wire Transfer instruction as Bank shall reasonably determine in its sole discretion. In the event that Bank rejects any such Wire Transfer instruction, Bank may notify you of any such action by any means reasonable under the circumstance, which need not be in writing. Bank may cancel a wire transfer request if it determines that the recipient(s) or payee(s) are blocked by OFAC restrictions.

16. ***eAlerts.*** You may elect to receive electronic alerts ("eAlerts") through e-mail or online message. We will send eAlerts based upon the instructions you provide to us. It is your responsibility to correctly enter and keep current your e-mail address on your online banking profile. You agree that we may send these eAlerts in an unencrypted format, which may include your name, account number (with a portion masked), financial information and other sensitive information. You consent to delivery by the method you have selected and sharing of information with anyone who may have access to your e-mail system, computer or other device.

    eAlerts are not designed to replace any other notices we send to you. You agree to continue to review all correspondence from us regarding your Accounts and services with us. If we do not send or you do not otherwise receive an eAlert we send, or such is delayed or misdirected for any reason, it does not affect your liability, rights or responsibilities with respect to your Accounts and services, and you agree that we will not be liable for our failure to send eAlerts as described herein.

17. ***ACH Origination.*** If you have requested ACH Origination services (Payroll Disbursement, ACH Entries (both debits and credits), or EFT Tax Payments), a separate ACH Origination Agreement must be executed.

18. ***Anytime Business Banking.*** If you have requested Anytime Business Banking remote deposit services, a separate Anytime Business Banking Agreement must be executed.

19. ***Positive Pay Services.*** If you have requested Positive Pay services, a separate Positive Pay Agreement must be executed.

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

21. ***Change in Terms.*** We may change any term of this Agreement at any time. If the change would result in increased fees for any System service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account or our electronic fund transfer System. We will post any required notice of the change in terms on the Bank website or forward it to you by e-mail, online message or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our electronic fund transfer system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any or all of the subject System services after such notification is provided indicates your acceptance of the change in terms. We reserve the right—but will not be required—to waive, reduce, or reverse charges or fees in individual situations, in Bank's sole discretion. You acknowledge and agree that changes to fees applicable to Accounts are governed by the applicable deposit agreements and disclosures.

22. ***In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments.*** Contact us, as noted in the section entitled "Communications Between Bank and You," as soon as you can if you think your paper or electronic statement is wrong, or if you need more information about a transfer listed on your paper or electronic statement. We must hear from you no later than sixty (60) days after we sent the FIRST paper statement upon which the problem or error appeared, or sixty (60) days after an electronic statement was first made available to you. When you contact us, please: (a) tell us your name and Account number; (b) describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information; (c) tell us the dollar amount of the suspected error; and (d) if the suspected error relates to a Bill Payment, tell us the Account used to pay the bill, Payee name, the date the payment was sent, payment amount, transaction number, and the Payee account number for the Bill Payment in question (this information appears on the Bill Payment System). If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within ten (10) Business Days. We will communicate to you the results of our investigation within ten (10) Business Days (or twenty (20) Business Days if related to a new Account) after you contact us and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days if related to a new Account). If we decide to do this, we will provisionally credit your account within ten (10) Business Days (twenty (20) Business Days if related to a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within ten (10) Business Days, we may not provisionally credit your Account. An Account is considered a new Account for thirty (30) days after the first deposit is made, if you are a new customer.

    We will tell you the results within three (3) Business Days after completing our investigation. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your Account.

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

    (a) If, through no fault of ours, you do not have enough money in your Account to make a transfer.
    (b) If a legal order directs us to prohibit withdrawals from the Account.
    (c) If your account is closed, or if it has been frozen.
    (d) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
    (e) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
    (f) If any electronic terminal, telecommunication device, or any part of electronic fund transfer System is not working properly, and you knew about the problem when you started the transfer.
    (g) If you have not provided us with complete and correct payment information for the Bill Payment service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a Bill Payment.
    (h) If you have not properly followed the on-screen instructions for using System.

(i) If circumstances beyond our control (such as emergency maintenance, fire, flood, inclement weather or other natural disasters, interruption in telephone or other communication circuits, or other emergency circumstances) prevent the transfer, despite reasonable precautions that we have taken.
(j) If the Bank determines that the recipient(s) or payee(s) are blocked by governmental, including OFAC, restrictions.

24. ***Your Liability for Unauthorized Transfers.*** CONTACT US AT ONCE if you believe your password or password device has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your Accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your Accounts (plus your maximum line of credit, if any).

    Bank will have no liability to you for any unauthorized transfer, Wire Transfer, Bill Payment or ACH transfer made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner.

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

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

    In the event you originated ACH entries, you agree to maintain an account with Bank to settle charge backs for a period of ninety (90) days subsequent to the settlement date of the last file originated. Bank shall have no obligation to transmit entries if you are in default of any of its obligation under this Agreement, including the obligation to pay Bank for each credit entry. Bank shall be entitled to rely on any written notice believed by it in good faith to be signed by the officer whose name and signature are set forth on this Agreement.

27. ***Our Right to Terminate.*** You agree that we can terminate or limit your access to System services, including Bill Pay Services, for any of the following reasons: (a) without prior notice, if you have insufficient funds in any one of your Accounts. System services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits; (b) upon three (3) Business Days notice, if you do not contact us to designate a new Account immediately after you close your Account; (c) without prior notice, (i) if you have not made or scheduled a Bill Payment (Business Bill Payment Service); (ii) if you have not initiated a Wire Transfer (Wire Transfer Service); (iii) if you have not initiated an ACH Fund Transfers, ACH File Transfers or Federal/State Tax Payments (ACH Origination Service); (iv) if you have not performed a remote deposit (Anytime Business Banking); (v) if you have not entered issue items and/or performed decisions on exception items (Positive Pay Service) for a period of ninety (90) days; or (d) upon reasonable notice, for any other reason, as determined in our sole discretion.

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

    (a) E-mail -You can contact us by e-mail at csr@lakelandbank.com;
    (b) Telephone - You can contact us by telephone at 973-948-9520;
    (c) Facsimile - You can contact us by fax at 973-948-2578; Attn: Online Banking Department
    (d) Postal Mail - You can write to us at: Lakeland Bank, 250 Oak Ridge Road, Oak Ridge, New Jersey, 07438, Attn: Online Banking Department;
    (e) In Person - You may visit us in person at any one of our locations.

29. ***Consent to Electronic Delivery of Notices.*** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including Electronic Fund Transfer disclosures, may be made electronically by posting the notice on the System, Bank website, online message or by e-mail. You agree to notify us immediately of any change in your e-mail address. You may cancel your consent to electronic delivery of notices at any time by providing us with written notice by postal mail or fax. Your consent to electronic delivery of notices will be suspended within three (3) Business Days of our receipt of your instructions to cancel the service. You will remain responsible for any outstanding fees and charges incurred prior to the date of cancellation. Accounts electronic only in nature will be transferred to an account with no electronic delivery of notices as indicated in your Account Disclosure Statement.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

COMPANY

Company Name:_____

Signature:_____

Name:_____

Title:_____

Date:_____

LAKELAND BANK

Signature:_____

Name:_____

Title:_____

Date:_____