

Consumer MasterMoney® Debit / ATM Card Cardholder Agreement

1. **Introduction.** This Lakeland Bank Consumer MasterMoney® Debit / ATM Card Cardholder Agreement ("Agreement") contains terms and conditions relating to your Lakeland Bank Consumer MasterMoney® Debit Card or your Lakeland Bank ATM Card (collectively, "Card"). This Agreement also incorporates other terms and conditions provided separately with your account agreement as well as terms of any other disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

2. **Definitions.** The words "you" and "your" refer to the cardholder. The words "we", "us", and "Bank" refer to Lakeland Bank. "Transfers" means any transaction conducted using the Card, including but not limited to withdrawals, transfers and purchases.

3. **Account Requirement.** You hereby request that Bank issue you a Card to be used as described in this Agreement in connection with account(s) set forth on your application form. The services described in this Agreement will be available to you only as long as these account(s) remain active with us.

4. **Types of Transactions.** You understand that you may use the Card at an Automated Teller Machine ("ATM") to: (1) withdraw cash from your account(s); (2) effect transfers to or from your accounts; (3) make or arrange for deposits to your account(s); or (4) receive information regarding the balance in your account(s).

You may also use the Card at ATMs throughout the United States and in certain foreign countries which belong to participating networks to: (1) make withdrawals from; (2) effect transfers to or from; or (3) receive information regarding the balance in your account(s). You understand that Card transactions that originate outside of the United States are generally allowed, however Bank reserves the right to limit or decline transactions in certain countries. For additional information about blocked countries, please call us at 866-224-1379.

You further understand that you may use the Lakeland Bank Consumer MasterMoney® Debit Card at any retail establishment ("Merchant") where ATM or MasterMoney® Debit Cards are accepted to purchase goods and services and/or obtain cash where permitted by the Merchant ("Purchase"). The MasterMoney® Debit Card Purchase capability is not available with the Lakeland Bank ATM Card. If you use the Card to make a Purchase, you shall be requesting to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from your designated primary account and directing or ordering Bank to pay such funds to the Merchant.

You understand that from time to time you may request in writing that Bank provides access to additional accounts through the Card. You agree that the use of the Card described in this Agreement shall be subject to the rules and regulations for each account which is accessed by such Card.

You acknowledge that Bank reserves the right to restrict your Card or decline any Card transactions that Bank suspects may be unauthorized or fraudulent transactions.

5. **Security Procedures; PIN.** You agree to sign the Card immediately upon receiving it, and you agree to examine your receipts and periodic account statements in a timely manner. You agree to keep Bank informed of your current address and telephone number(s) as this information is an important part of preventing fraud on your Card. You acknowledge that the dollar and frequency limits assigned to your Card will also protect you against possible fraud.

You acknowledge that your PIN is an identification code that is personal and confidential and the use of the PIN with the Card is a security method by which Bank is helping you to maintain the security of your account(s) and serves as an authorization by you under the terms of this Agreement. Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO PROTECT THE IDENTITY OF YOUR PIN. You acknowledge that if you authorize another individual to use your Card and/or PIN, transactions performed by that individual using your Card and/or PIN are considered authorized under the terms of this Agreement. You agree to contact us at once if you revoke this authority.

6. **Lost/Stolen Card; PIN.** CONTACT US IMMEDIATELY if you believe your Card has been lost or stolen. During regular business hours, call us at 866-224-1379. To report a lost or stolen Card after regular business hours, call 800-554-8969. If you know or suspect that the identity of your PIN has been compromised, you may change your PIN by calling 800-992-3808 or visiting any of Bank's ATMs located at one of its branch locations.

7. **Liability for Unauthorized Transactions.** YOU AGREE TO CONTACT US AT ONCE if you believe the Card(s) issued to you have been lost or stolen, the identity of your PIN has been compromised, or money is missing from your account(s). Telephoning us at 866-224-1379 is the best way to prevent further losses. You also agree that if your account statement shows transactions which you did not make or authorize, and you do not contact us within 60 days after the statement was mailed or provided to you, you may not get back any money lost after that time. YOU AGREE THAT IF YOU GIVE YOUR CARD(S) AND/OR PIN TO SOMEONE ELSE, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(S) BY THEM. For further information regarding your liability for unauthorized transactions, refer to the Electronic Funds Transfer Disclosure which was provided to you separately when you opened your account.

8. **Mastercard® Zero Liability.** Mastercard® won't hold you responsible for "unauthorized transactions." As a Mastercard® cardholder, Zero Liability applies to your ATM transactions and purchases made in the store, over the telephone, online, or via a mobile device. As a cardholder, you will not be held responsible for unauthorized transactions if:

- (a) You have used reasonable care in protecting your card from loss or theft; and
- (b) You promptly reported loss or theft to Bank.

If you believe there has been unauthorized use of your account and you meet the conditions above, contact us at 866-224-1379.

9. **Limitation of Our Liability.** If we do not complete a transfer to or from your account on time or in the correct amount, we will be liable for your losses or damages. 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 the transfer;
- (b) If the transfer would go over the credit limit on your overdraft line, if you have one;
- (c) If the ATM where you are making the transfer does not have enough cash;
- (d) If the terminal or system used to make the EFT was not working properly and you knew about the breakdown when you started the transfer;
- (e) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- (f) A Merchant refuses to accept your Card;
- (g) An ATM rejects your Card.

10. **In Case of Errors or Questions About Your Card Transactions.** If you believe your statement or receipt is wrong or if you need additional information about a transaction, call or write to us as soon as possible as indicated below. We must hear from you no more than sixty (60) days after we send the first periodic statement on which the problem or error appeared. We may require additional information and time to research the error in accordance with federal regulations. Please refer to the Electronic Funds Transfer Disclosure.

11. **Currency Conversion and Cross-Border Transaction Fees.** If you effect a transaction with your Card in a currency other than U.S. Dollars, Mastercard® will convert the charge into a U.S. Dollar amount in accordance with its currency conversion procedures set forth in its Operating Regulations in effect at the time the transaction is processed. Currently those regulations provide that the currency exchange rate is either (a) a rate selected by Mastercard® from the range of rates available in the wholesale currency markets for the applicable central processing dates, which rate may vary from the rate Mastercard® itself receives, or (b) a governmental mandated rate in effect for the applicable central processing date, plus an International Transaction Assessment (ITA) Fee (also known as an International Service Assessment (ISA) Fee) as applicable to currency exchange rate methods (a & b). The currency exchange rate in effect on the processing date may differ from the rate in effect on the transaction date or on the posting date.

Mastercard® charges us a Currency Conversion Fee of .2% of the transaction amount for performing the currency conversion. In addition, Mastercard® charges us an Issuer Cross-Border Fee of .9% of the transaction amount on all cross-border transactions, regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard® Debit Switch in which the country of the merchant is different than the country of the cardholder. These fees, if incurred, will be charged to your account in accordance with this Agreement.

12. **Mastercard® Automatic Billing Updater Service.** Your Card will be automatically enrolled in the Mastercard® Automatic Billing Updater ("ABU") service at no cost to you. When your Card information is updated, such as an expiration date or Card number, the ABU service provides those updates to participating Merchants who maintain your Card information on file for recurring Purchases/payments. If your Merchant participates in the ABU service, that Merchant may receive the updated Card information. Examples of this type of recurring payment include automated bill pay, subscriptions, etc. The ABU service ensures uninterrupted payments, reliable service and convenience for Card holders. Because not all merchants subscribe to the ABU service, we recommend that you notify each merchant of your new Card information to ensure the service from the merchant and your payments continue uninterrupted.

While this new service is free and required by Mastercard® to better serve customers and lessen the likelihood of declined payments due to outdated information, you do have the ability to opt out of the service. To opt out, please call us at 866-224-1379.

13. **Charges and Fees.** You agree to pay the charges or transaction fees which are charged by Bank for these services or for services which may later be offered as such fees or charges may be imposed or changed from time to time. Refer to the Consumer Fee Schedule for any applicable fees.

14. **Deposits.** You agree that when you make a deposit at an ATM, Bank has the right to verify that deposit before we make the money available to you. If you deliver cash, checks or other items to an ATM, you understand and acknowledge that the funds from your deposit may not be available for immediate withdrawal and that the availability of your deposit shall depend on Bank's rules and regulations regarding the particular account in which you are making a deposit and the items that you are depositing. You also understand and acknowledge that not all ATMs may accept deposits, some ATMs may limit the amount of funds which may be deposited, and Bank may not control these services or limits.

15. **Overdrafts.** If the use of your Card results in an overdraft to your account, you will be charged in accordance with the terms of the Consumer Deposit Account Agreement, overdraft protection line of credit agreement, and/or Overdraft Privilege (ODP) policy, as appropriate.

16. **Advisory Against Illegal Use.** You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online Merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you may be located.

17. **Amendments.** You agree that from time to time, Bank may amend or change the terms of this Agreement, including amendments or changes to add further Card services or to amend or change the charges for these services. Bank may do so by notifying you in writing of such amendment or changes and your use of the Card after the effective date of any such amendment or change shall constitute your acceptance of and agreement to such amendments or changes.

18. **Termination.** You may terminate this 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 cancellation of the Card and the services provided in this Agreement. Any termination of this Agreement shall not affect any of your or our obligations with respect to transactions (and any associated charges) initiated by you prior to such termination or any other obligations that survive termination of this Agreement.

19. **Card Ownership.** You agree that the Card is Bank's property and you will surrender it to us upon Bank's request. You agree that the Card is non-transferable.

20. **Applicable Law; Enforceability; Transferability.** This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply. If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable. This Agreement may not be transferred or assigned without our written consent.

21. **Disclosures.** You hereby acknowledge receipt of a copy of this Agreement, the Consumer Deposit Account Agreement, the Consumer Fee Schedule, and the Electronic Funds Transfer Disclosure.

22. **How to Contact Lakeland Bank.** CONTACT US IMMEDIATELY if you believe your Card has been lost or stolen or if you know or suspect that the identity of your PIN has been compromised. During regular business hours, call us at 866-224-1379. To report a lost or stolen Card after regular business hours, call 800-554-8969.

If you are not contacting us about a lost or stolen Card or compromised PIN, you may call us at 866-224-1379 or write to us at: Lakeland Bank, 250 Oak Ridge Road, Oak Ridge, New Jersey, 07438.