

**Company Information**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

*hereafter referred to as "Company".*

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Company and Lakeland Bank having an address of 250 Oak Ridge Road, Oak Ridge, New Jersey 07438-8906 ("Bank").

**Agreement**

1. **Scope of Agreement.** This Agreement, in addition to the Fee Schedule, Application and Resolution and any additional documents and agreements applicable to the Systems or Systems Services, establishes the rules that cover electronic access to System Services and Accounts at Bank through the Business Online Banking System ("Online System") or Mobile Banking System ("Mobile System"), collectively, the "System" or "Systems". **Please read this Agreement carefully.** By using the Systems or authorizing others to use the Systems, you acknowledge that you have received and understand the terms of this Agreement and agree to the terms and conditions of this Agreement and of all of the agreements that also govern Company's Accounts with us. The terms and conditions of the deposit agreements, schedules and disclosures (as applicable) for each of Company's Accounts at Bank, as well as Company's other agreements with Bank, such as loans, will 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 owner, principal or duly authorized representative of the above referenced Company authorized by Bank to use the Systems under this Agreement, and any signer or other person authorized by Company to exercise control over Company's System Services or Accounts through use of the Systems (also referred to at times, as appropriate, as a "user"). "Account" or "Accounts" means Company's accounts at Bank. "Bill Payment" means bill payments provided through the Systems. "Business Days" means Monday through Friday, other than Bank holidays. "System Services" means services that may be available from time to time through the Systems, including services requiring separate enrollment and services subject to separate terms and conditions. "Website" means [www.lakelandbank.com](http://www.lakelandbank.com). All other capitalized terms relate to forms or services defined or referenced elsewhere in the Agreement.

3. **Access.** To use the Systems, Company must have at least one Account at Bank. In addition, you must have a computer with a supported operating system and browser (Online System) or supported mobile device (Mobile System), access to the Internet, and a valid e-mail address. Once we have received Company's signed Application, Agreement and Resolution, and we have verified Company's Account information, we will send you confirmation of our acceptance of Company's enrollment, along with your assigned Access ID, temporary password and, if applicable, a password device. The level of access you will have to the System Services and Account(s) is determined by the Company's designated Senior Administrator.

Access IDs, along with System profiles, are registered to individual users and are not meant to be shared. You are responsible for all transactions performed or approved under your validated Access ID. You agree that we are authorized to act on instructions received under your validated Access ID and all transactions or approvals performed under your validated Access ID (including those transactions or approvals you did not intend or want performed, or fraudulent transactions) shall be deemed authorized transactions, whether performed through the Online System or Mobile System. We undertake no obligation to monitor transactions through the Systems to determine that they are made by you.

4. **Accounts.** The Systems can be used to access only Accounts that Company has designated on the Application. You can add or delete Accounts by completing a new Application. Bank has the right to restrict and/or remove access to any

Account through the Systems if, in Bank's sole discretion, ownership of that Account cannot be established to Bank's satisfaction, the Account is determined by Bank (in its sole discretion) not to be controlled by the Company, its subsidiaries, or duly authorized individuals, the Account has been closed or involved in fraudulent or suspected fraudulent activity, or for any other lawful reason. Bank is under no obligation to provide Company or you with an explanation in the event Bank restricts and/or removes access to any Account through the Systems.

5. **System Services.** Users authorized by the Company may use the Systems to check Company's Account balance, view Account transactions, transfer funds between Accounts, view check, deposit slip and deposited item images, make loan payments and advances, make stop payment requests (subject to the restrictions noted below), change your e-mail address, change your password and other security information, set-up automated electronic notifications, download Account statements (if available), perform administrative functions (such as setting up and maintaining users and users' Account and System Services permissions) (if available), and perform other services that may be available through the Systems from time to time. Some of these services may not be available to Company or you.

Additional services that may be available through the Systems include: Bill Payment, eStatements, ACH Origination, Wire Transfers, and Positive Pay. Some of these services may not be available to Company or you.

For System Services available through Business Mobile Banking, refer to section 19.

6. **Hours of Access.** The Systems are generally available seven days a week, twenty-four hours a day, although some or all System Services may not be available occasionally due to emergency or scheduled Systems maintenance, interruption of data or communications circuits, inclement weather conditions or other emergency circumstances beyond our control, including without limitation, acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction or unavoidable difficulties with our equipment. We will use our best efforts to post notice of any extended periods of non-availability on the Website, but we will not be responsible for any damages, losses, claims, fees (including attorneys' fees), penalties or the like incurred by you related to your inability to access or utilize the Systems.

7. **Passwords.** For security purposes, to access the Accounts using the Systems, you must enter your assigned Access ID and password. For the purposes of this section and Section 19 below, the "User ID" is the same as the "Access ID." During the initial logon to the Online System, 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 accept responsibility for the confidentiality, security and safe-keeping of your password. You agree to change your password regularly and/or immediately upon suspicion or determination that your password has been compromised.

Minimum password and authentication requirements are determined and set by Bank, and may be revised from time to time.

In addition to or in lieu of passwords, the Systems make use of multifactor authentication in order to assist in the validation of your Access ID during the login process or when initiating transfers. Separate security measures may be required, as determined by Bank, to access the Systems or System Services, including, but not limited to: (a) one-time-password generating devices ("Tokens"); or (b) security questions and answers. You accept the responsibility for the confidentiality, security and safe-keeping of these additional security measures. The Systems may also use methods to identify you through your "fingerprint" (settings associated with your computer, internet service provider, IP address, mobile device, etc.). You agree that we may collect, store and share your digital "fingerprint" information, as necessary to provide the System Services, or as otherwise may be required by law. 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 the Accounts through the Systems and you agree to promptly examine the paper or electronic statement for each of the Accounts as soon it is received. Your Access ID, password, security questions and answers and/or "fingerprint", are intended to provide security against unauthorized entry and access to the Accounts. You understand that your personal identification information by itself, or together with information above or information related to the Account, may allow unauthorized access to the Account. You agree that properly logging off the Systems (by clicking the "log out" or "sign out" button, as applicable) is required to protect access to your profile and information related to the Accounts. You agree to protect access to your computer, mobile phone or other devices used to access the Systems, as well as access to your electronic mail ("e-mail") system. You agree to regularly monitor your designated e-mail account for notifications regarding changes or updates to your profile or to the Systems. You agree to keep your computer's and/or device's operating system up-to-date and install, enable and regularly update commercially reasonable virus protection software. You understand the

threat posed by cyber-criminals and acknowledge that attempts to access the Systems by unauthorized parties may involve internet, telephone or internal company fraud. You agree to be diligent in your efforts to help identify and immediately report fraud or suspicious activities observed by you or your designated users.

Data transferred via the Systems is encrypted in an effort to provide transmission security and the Systems utilize identification technology to verify that the sender and receiver of the Systems' transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Systems are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-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 the Systems, or e-mail transmitted to and from us, will not be monitored or read by others.

9. **Fees and Charges.** Company agrees to pay the fees and charges for use of System Services as set forth in the current Fee Schedule, which you acknowledge may be changed by Bank at any time. Company agrees that all such fees and charges will be deducted from the Account designated on the Application. If the Account is closed, 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 the Account. You are also solely responsible for any and all telephone charges (including mobile text and data fees) and internet service fees you incur in connection with your use of Systems.
10. **Posting of Transfers (Excluding ACH and Wire Transfers).** Transfers initiated through the Systems before 6:00 p.m. Eastern Time on a Business Day are generally posted to the Account the same day. Transfers completed after 6:00 p.m. Eastern Time on a Business Day, or on 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 the Accounts concerning any transfers, payments, debits or advances from the Accounts in order to avoid overdrafts or exceed available credit limits. Please see Section 14 below for information specific to posting of Wire Transfers. For ACH Transfers, please refer to the ACH Origination Agreement.
11. **Funds Availability.** All deposits to Accounts are subject to Bank's Funds Availability policy.
12. **Online System Stop Payments.** Stopping the payment of a check is different from the cancellation of a Bill Payment:
  - a. **Bill Payment Stop Payments.** In order to initiate a stop payment request on a Bill Payment, please contact our bill payment support at 855-727-2974. If, however, the Bill Payment has been remitted as a "laser draft payment" (a payment drawn on the Account), please refer to the subsection (b) below.
  - b. **Account (Non-Bill Payment) and Laser Draft Payment (Bill Pay) Stop Payments.** You may initiate stop payment requests via Online System only for paper checks written on or electronic (ACH) items not yet presented against the Accounts. To be effective, you must precisely identify, in the stop payment order, the Account from which the check or item is drawn, 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 via Online System, 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 Bank is free to pay the item. A stop payment order is effective for six (6) months but may be renewed through the Online 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.

13. **Business Bill Payment Service.** If you have requested the Business Bill Payment Service, a separate enrollment is required. Please refer to the separate terms and conditions provided to you at enrollment.
14. **Wire Transfers.** Wire Transfer requests placed via Online System shall be subject to the following additional 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 the recipient, beneficiary financial institutions, and receiving financial institutions, as well as international correspondent banks.

Upon receipt of Wire Transfer instructions requested via Online 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 instructions. 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 cancelation or revocation or such prior instructions. Any Subsequent Instructions must be in writing (or, if given by telephone, must be confirmed in writing) by a person authorized to initiate Wire Transfers under this Agreement or authorized to withdraw funds by means other than System from the Account from which the Wire Transfer is to be made. Company 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 instruction. You will immediately notify Bank of any discrepancy or error therein.

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 Company has 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) are blocked by OFAC or other restrictions.

15. **eAlerts.** You may elect to receive electronic alerts (“eAlerts”) through e-mail or online message regarding the Account. 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. Company hereby specifically agrees that users authorized by Company to utilize the System Services on behalf of Company may receive Account information through email or online message to any computer or device selected by the user. Bank has no responsibility to ensure that device selected by the user to access the email or online message is secure. Company and you agree that we may send these eAlerts in an unencrypted format, which may include the Company name, Account number (with a portion masked), financial information and other sensitive information. Company consents to delivery of eAlerts by the method selected by the user, 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 Company regarding the Account. Company and you agree to continue to review all correspondence from us regarding the 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 Company’s liability, rights or responsibilities with respect to the Accounts and System Services, and Company agrees that we will not be liable for our failure to send eAlerts as described herein.

16. **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.
17. **Anytime Business Banking.** If you have requested Anytime Business Banking remote deposit services, a separate Anytime Business Banking Agreement must be executed.
18. **Positive Pay Services.** If you have requested Positive Pay services, a separate Positive Pay Agreement must be executed.
19. **Business Mobile Banking.** Access to the Accounts may be permitted through the Mobile System via downloadable app. A user’s Account and System Services permissions through Business Mobile Banking are controlled by the Company’s Senior Administrator and are identical to the user’s Business Online Banking Account and System Services permissions. For the purposes of this section and Section 7 above, the term “User ID” is the same as the “Access ID.”
  - a. **Services.** You may obtain general information about the Accounts, including current balances, transactions and check images through the Mobile System. (Note that transaction history is limited and may not include historical transaction information.) You may transfer funds between eligible Accounts and approve transactions that require authorization, including Positive Pay exceptions, using the Mobile System. You may also set alert messages (for certain circumstances) to be received through your mobile device as “push” notifications and you may deposit eligible items by capturing and transmitting an image of the item using the camera on your mobile device (see section (c), **Mobile Deposit**). As with eAlerts through the Online System, Company hereby specifically agrees that users authorized by Company to utilize the System Services on behalf of Company may receive Account information through “push” notifications on a mobile device selected by the user. Bank has no responsibility to ensure that mobile device selected by the user to access the System Services is secure.
  - b. **General Disclaimer.** Not all System Services are available on all mobile devices or with all operating systems. Availability depends on the mobile device’s operating system and capabilities (such as a notification system or a built-in camera). Mobile System may not be available from time to time for any reason outside of the reasonable control of Bank. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or your or our ability or inability to connect to the Internet.

Your mobile device must be eligible to support the System Services through the Mobile System. A list of supported mobile devices (amended from time to time) is available on our Website. You must obtain and maintain, at your sole cost and expense, a compatible mobile device and/or other hardware and software that meets all technical requirements, as specified by Bank from time to time, for the proper delivery of the System Services through the Mobile System and that fulfills your obligation to obtain and maintain secure access to the Internet. (Please note: you are also responsible for the costs of any communication lines and any data processing charges payable to third

parties incurred in connection with your use of the Mobile System.) You are required to keep up-to-date with your mobile device's security patches and operating system upgrades. Mobile devices should be password protected, and you should maintain physical control of your mobile device.

- c. **Mobile Deposit.** You may use the Mobile Deposit service ("Mobile Deposit") to deposit eligible items into the Accounts by capturing and transmitting an image ("Image") of the item ("Item") using your mobile device. You may use only the mobile device(s) registered to the Account, and authorized by us, to capture and transmit the Image. We may reject any Image or Item for any reason, without notice to you.
- (i) **Processing.** You will not use Mobile Deposit to transmit or deposit any Item: (i) payable to any person or entity other than the owner of the Account; (ii) drawn on the Accounts at Bank; (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement; (iv) that is a substitute check or image replacement document; (v) that is not payable in U.S. dollars; (vi) that is drawn on a Bank located outside of the United States; (vii) that is created by you purportedly on behalf of the maker, such as a remotely created check; (viii) that exceeds the limits established by Bank for Mobile Deposit, or (iv) that has already been successfully processed and negotiated.
  - (ii) **Image Quality.** If an Image that you transmit to us does not meet the definition of an Item, is not recognizable as an Item, or is not of sufficient quality to satisfy Bank's requirements at any given time, we may reject the Image without prior notice to you. Each Image transmitted to Bank must include the front and back of the Item, must be clearly readable, and must include, at a minimum, the following information: date, check number, payee name, amount (in numerals and written statement), drawer signature, routing number, account number, and any endorsements or other information written on the Item.
  - (iii) **Authorization.** By transmitting the Image to Bank, you authorize us to process the Item in accordance with the instructions as stated thereon. Transmissions sent by you are not considered received by Bank until we accept the Item for deposit into the Account. Transmission of an Item does not: (i) guarantee that the transmission of the Item was error-free or complete; (ii) guarantee that the Item has been accepted for deposit or (iii) indicate that the funds are available for the withdrawal from the Account. Bank reserves the right to reject and refuse to process any Item, for any reason and without prior notice to you, and to terminate your access to the Mobile Service if, in Bank's sole and absolute discretion, your presentment of duplicate items for deposit is deemed excessive, fraudulent, or otherwise a nuisance.
  - (iv) **Limits.** From time to time, we may establish limits on the dollar amount and/or number of Items that may be processed using Mobile Deposit. Limits will be disseminated by Bank in a reasonable manner. We may reject any Item that exceeds these limits.
  - (v) **Returned Items.** You are solely responsible for any Item that is returned or rejected. Any provisional credit granted to you by Bank for an Item will be reversed and charged back to the Account if the Item is returned or rejected. You acknowledge and agree that any Item that is reversed or charged back to the Account may cause an overdraft in the Account, if you have already drawn against the funds, and may result in fees assessed to the Account in accordance with Bank's Fee Schedule then in effect. You are solely responsible for any overdraft fees assessed to the Account as a result of any Item that is returned or rejected.
  - (vi) **Record of Transmissions; Cooperation with Lakeland Bank.** You agree to retain in your records, for from the date of transmission, the original Item for forty-five (45) days ("Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only authorized persons shall have access to original Items, (b) the information contained on such Items shall not be disclosed, (c) such Items will not be duplicated or scanned more than one time and (d) such Items will not be deposited or negotiated in any form. During the Retention Period, you agree to promptly (but in all events within 5 business days) provide the original Item to Bank upon request. The risk of loss due to the unavailability of the original or copy of an Item for any reason, during the Retention Period, shall be exclusively on you and Company. For security reasons, original Items must be destroyed at the expiration of the Retention Period. Upon expiration of the Retention Period, you shall securely and irretrievably destroy the original Items you transmitted using commercially reasonable methods of destruction. You and Company are obligated to ensure that the original Items are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the original Items will be unprocessable and all sensitive personal and financial information undecipherable. Company hereby agrees to indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and

regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the retention and destruction of original Items by Company and/or you. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

- d. **Lost or Stolen Mobile Devices.** In the event your enrolled mobile or cellular device is lost or stolen, you agree to immediately, but no later than 24 hours after discovery of the loss or theft, (i) notify Bank and (ii) make the appropriate changes to disable the use of such devices with the Mobile Service. Company and you understand that there are risks associated with using a mobile device, the Mobile Service, and that in the event of theft or loss, confidential information relating to the Account or your login credentials could be compromised. Company agrees that Bank, its affiliates and service providers, are not liable to any party for any losses incurred as a result of the theft or loss of your mobile device, whether or not you notify Bank of the theft or loss.
20. **Periodic Statements.** Company will not receive a separate System statement. Transfers to and from the Accounts using the Systems will appear on the respective periodic paper or electronic statements for the Accounts.
21. **eStatements.** Company may elect to receive electronic versions of the Account statements. Please see the Business eStatement Agreement for more information.
22. **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 Company, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give Company 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 the Systems. We will post any required notice of the change in terms on Bank website or forward it to Company and 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 the Systems, we will notify Company of the change in terms within thirty (30) days after the change becomes effective. Company's continued use of any or all of the System Services after such notification is provided indicates Company's 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. Company acknowledges and agrees that changes to fees applicable to Accounts are governed by the applicable deposit agreements and disclosures.
23. **Limitation on Our Liability for Failure to Make a Transfer.** If we do not complete a transfer to or from the Account, 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 below. (For specific information about liability under the Bill Payment Services, please refer to the separate terms and conditions provided to you at enrollment.) However, there are some exceptions. We will NOT be liable, for instance:
- (a) If, through no fault of ours, there is not enough money in the Account to make a transfer.
  - (b) If a legal order directs us to prohibit withdrawals from the Account.
  - (c) If the Account is closed, or if it has been frozen (whether or not Company or you have received notification).
  - (d) If the transfer would cause the Account 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 Company or you, or anyone authorized by Company or you, commits any fraud or violates any law or regulation, or is suspected by Bank of same (in Bank's sole discretion).
  - (f) If any electronic terminal, telecommunication device, or any part of Systems are not working properly, and Company or 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 the Systems.
  - (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 Bank determines, in its sole discretion, that the recipient(s) are blocked by governmental, including OFAC, or other restrictions.

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

Bank will have no liability to any party for any unauthorized transfer, including internal transfer, Wire Transfer, Bill Payment or ACH transfer, made using your validated Access ID 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 Access ID even without receiving such notice from you, if we suspect your Access ID is being used in an unauthorized or fraudulent manner. (For specific information about liability under the Bill Payment Services, please refer to the separate terms and conditions provided to you at enrollment.

25. **Disclaimer of Warranty and Limitation of Liability.** COMPANY AND YOU AGREE THAT USE OF THE SYSTEMS AND SYSTEM SERVICES, AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IN CONNECTION THERETO, IS AT COMPANY'S AND YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT ALLOWED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SYSTEMS AND SYSTEM SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SYSTEMS AND SYSTEM SERVICES (i) WILL MEET COMPANY'S OR YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SYSTEMS AND SYSTEM SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SYSTEMS AND SYSTEM SERVICES OR TECHNOLOGY WILL BE CORRECTED. COMPANY AND YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SYSTEMS OR SYSTEM SERVICES TO BE PERFORMED PURSUANT HERETO. BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO COMPANY, YOU OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE SYSTEMS AND SYSTEM SERVICES, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTERS, MOBILE DEVICES OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT COMPANY AND/OR YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We do not and cannot warrant that the Systems 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, Company and 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 Company and your use of or access to the Systems; 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 Company for the System Services provided to you through the Systems.

26. **Indemnification and Limitations on Liability.** Except as specifically provided herein, or where applicable law requires a different standard, Company and you agree that neither we nor any third party service provider engaged by us to perform any of the services related to the Systems or System Services, shall be responsible for any damages or losses, whether related to property or bodily injury, incurred as a result of Company or your using or attempting to use the Systems or System Services, whether caused by equipment, software, internet service providers, browser software or any agent or subcontractor of any of the foregoing. Without limiting the foregoing, we will not be liable for delays or mistakes which happen because of reasons beyond our control, including without limitation, acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction or unavoidable difficulties with our equipment, including but not limited to, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used in conjunction with the mobile phone you use to access the Mobile Service, or any interruption, disruption or failure in the provision of the Mobile Service, whether caused by strikes, power failures, equipment malfunctions or other reasons. Company and you also agree that we or any third party service provider that we engage with, will not be responsible for any direct, punitive, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, internet browser or access software, or from the unavailability of the

Systems or System Services or for any errors in information provided through the Systems or System Services, even if such damages were reasonably foreseeable and notice was given regarding them. In addition to the indemnifications and limitations on liability contained in the Agreements, you hereby agree to indemnify and hold Bank, its affiliates and service providers, harmless for any claim, cost, loss or damage caused directly or indirectly by Company and your failure to comply with this Agreement and/or the terms and conditions of each System Service. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. **IN NO EVENT WILL COMPANY OR YOU BE ABLE TO RECOVER FROM US ANY SPECIAL CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF COMPANY AND/OR YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, SUBJECT TO APPLICABLE LAW. UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, THE SYSTEM SERVICES ARE PROVIDED AS IS, AND WE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SYSTEM SERVICE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.**

27. **Restrictions on Use.** Company and you agree not to use the Systems or System Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Company and you agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of the Systems or System Services, the security of the Systems, or other customers of the Bank; (d) reverse engineer the Systems, or (e) otherwise abuse the Systems or System Services.
28. **Company's Right to Terminate.** Company may cancel all or any one of the System Services at any time by providing us with written notice by postal mail, fax or in person. Company's access to the Systems (and the access of any authorized user) will be suspended within three (3) Business Days of Bank's receipt of Company's instructions to cancel the service. Company will remain responsible for all outstanding fees and charges incurred prior to the date of cancelation as well as any outstanding transfer or payment requests that were in process prior to the removal of the System Service(s). Bank shall have no obligation, however, to honor such transfers or payments after the termination of the System Service(s) in the event that the Systems cannot by design process the transfers or payments after termination, or if we cannot confirm their validity.
29. **Our Right to Terminate.** Company and you agree that we can terminate or limit Company and your access to Systems, Accounts or any System Service, including additional services requiring separate enrollment, for any of the following reasons: (a) without prior notice, if you have insufficient funds in any one of the 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 for fees and charges after the current Account has been closed; (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); (vi) if you have not used Mobile Services (Business Mobile Banking); (vii) if you have no open Accounts (System); or (d) for any other reason, as determined in our sole discretion.
30. **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 [eBanking@lakelandbank.com](mailto:eBanking@lakelandbank.com);
  - (b) Telephone - You can contact us by telephone at 973-948-9520 or 866-224-1379;
  - (c) Facsimile - You can contact us by fax at 973-948-2578; Attn: eBanking Department;
  - (d) Postal Mail - You can write to us at: Lakeland Bank, 250 Oak Ridge Road, Oak Ridge, New Jersey, 07438, Attn: eBanking Department;
  - (e) In Person - You may visit us in person at any one of our branch locations.
31. **Consent to Electronic Delivery of Notices.** By enrolling in the System Services, Company agrees that any notice or other type of communication provided to Company pursuant to the terms of this Agreement, and any future disclosures

required by law may be made electronically by posting the notice on the Systems, Bank website, online message or by e-mail. Company and you agree to notify us immediately of any change in your e-mail address.

- 32. **Continuation of Obligations.** Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancelation or expiration of this Agreement shall survive termination, cancelation or expiration of this Agreement.
- 33. **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.
- 34. **Headings.** The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.
- 35. **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.
- 36. **Assignment.** Company may not assign this Agreement. Any such purported assignment by Company shall be void.
- 37. **Successors and Assigns.** This Agreement is binding upon Company's successors and assigns and Bank's successors and assigns.
- 38. **Entire Agreement.** Except as set forth above, this Agreement, together with the Fee Schedule, Application, Resolution and such other deposit agreements described or referenced herein, constitute the entire agreement between Company and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.
- 39. **Online Privacy Statement.** 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 the Website, and 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 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: \_\_\_\_\_

**BANK**

**Lakeland Bank**  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_