

Agreement and Disclosures

ONLINE BANKING AGREEMENT AND DEFINITIONS

This Agreement governs your use of the Online Banking Services (or "Services") through which you may electronically access your LINCOLN 1ST BANK accounts. These Services may permit you to perform a number of banking functions through the use of a personal computer or, for some functions, a mobile device on accounts linked to the service. For purposes of this Agreement, "we", "us" and "our" refer to LINCOLN 1ST BANK. The terms "you" and "your" refer to the accountholder authorized by us to use the Services and anyone else that you allow to exercise control over your accounts by allowing them access to the Online Banking Services. "Account" or "Accounts" means your accounts at Lincoln 1st Bank. "Bill Payment" means bill payments provided through system. "Business Day" 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. "Payee" means anyone, including Bank, you designate to receive Bill Payments and Bank accepts as a Payee. "Services" means the services provided pursuant to this Agreement, including Online Bill Payment Service.

By using any of the Online Banking Services or authorizing others to use them, you agree to the terms and conditions applicable to use the Services. Acceptance of this Agreement does not change the agreements you already have with us for your accounts. Certain features, such as Bill Pay, may be subject to additional terms that will be disclosed prior to your use of such feature.

1. **ONLINE BANKING SERVICES.** You may use the Online Banking Services to:
 - Transfer funds between your LINCOLN 1ST BANK accounts
 - Bank-to-Bank Transfers between your LINCOLN 1ST BANK accounts and other personal accounts
 - Pay bills from your LINCOLN 1ST BANK accounts
 - View current balance information, transactions, account histories, check images if available, and statements for your LINCOLN 1ST BANK accounts
 - Perform self-service account maintenance such as stop payment requests, updating contact information, changing your password, setting up alerts
 - Chat securely with us during Business Hours

Some of the above Services may not be available for certain accounts or customers, or if you access Online Banking through the Mobile Banking App or Mobile Web.

2. **SERVICE FEE SCHEDULE.** You agree to pay the fees and charges you incur for your use of the Services as set forth in the applicable [Fees and Services](#) schedule and this Agreement. You are also responsible for telephone and internet service fees you incur in connection with your use of the Services.
3. **ACCESS.** To use the Services, you must have at least one eligible LINCOLN 1ST BANK account, access to internet service, and an email address. Once we have verified your account information, you will establish a login ID and password (your password can be changed within the Options screen and we recommend that you do so regularly). The Online Banking Services can only be used to access the accounts on which you are a primary or joint accountholder. You are responsible for keeping your login ID, password, and challenge questions secure. We have no obligation to monitor transactions through the Online Banking Services to determine that they are made by, or on behalf of, an accountholder.

Access IDs, along with System profiles, are registered to individual users and not meant to be shared. If you give someone your Access ID, password or other login credentials, you are authorizing that person to use the 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 the 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 are under no obligation to monitor activity or transactions through the System to determine that they are made on your behalf.

Generally, access to the Online Banking Services is available seven days a week, twenty-four hours a day, although some or all of the Services may not be available occasionally due to emergency or scheduled system maintenance. Access to the Services is provided on an "as is, as is available" basis. We may post notice of any extended periods of non-availability of the website. We make no warranties of any kind, whether express or implied, for the Services.

- 4. SECURITY.** You determine what password you will use. Your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly, but at a minimum must be changed no less than every 12 months. Upon three unsuccessful attempts to use your password, your access to Online Banking Services will be locked and you will be required to wait 30 minutes before you can attempt login again, upon 3 more unsuccessful password attempts in session two, your access will be revoked. To reinstate your authorization to use Online Banking Services, you must contact us to have your password reset or to obtain a new temporary password. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, and should be memorized rather than written down. You agree to comply with the password requirements enforced by Online Banking Services.

You understand the importance of your role in preventing misuse of your accounts through Online Banking Services and you agree to promptly examine your 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 password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking Services is encrypted in an effort to provide transmission security and the Online Banking Services utilize identification technology to verify that the sender and receiver of transmissions through use of the Services can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Services are 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 all data transfers utilizing the Services will not be monitored or read by others.

- 5. TRANSFERS BETWEEN LINCOLN 1ST BANK ACCOUNTS.** Transfers initiated through Online Banking Services before 9:00 p.m. (Eastern Time) on a business day are posted to your account the same day. Transfers completed on Saturday before 8:00 p.m. (Eastern Time) are posted to your account the same day. Transfers completed on Sunday, a federal holiday, or after 9:00 p.m. (Eastern Time) on a business day, will be posted on the next business day. Identification of transfers are based upon the login ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts. If sufficient funds are not available to post the transfer on the requested date, the transfer will be cancelled.

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 will not be able to transfer those funds until the hold expires.

- 6. STOP PAYMENTS.** Stopping the payment of a check is different from the cancellation of a Bill Payment (refer to the "Bill Payment" agreement). You may initiate stop payment requests online via System only for paper checks you have written on or electronic(ACH) items presented against your Account.

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 Fees and Services Schedule. If you make the stop payment request online or by telephone, we 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. The 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 the 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 their stop payment order or the check itself and you 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 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.

7. **PERIODIC STATEMENTS.** You will not receive a separate System statement. Transfers to and from your Accounts using the System will appear on the respective periodic paper or electronic statement.

8. **ELECTRONIC FUND TRANSFERS DISCLOSURES.**

Consumer Liability. Tell us at once if you believe your LINCOLN 1ST BANK ATM Card or LINCOLN 1ST BANK Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your LINCOLN 1ST BANK ATM Card or LINCOLN 1ST BANK Debit Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your LINCOLN 1ST BANK ATM Card or LINCOLN 1ST BANK Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your LINCOLN 1ST BANK ATM Card or LINCOLN 1ST BANK Debit Card or PIN and we can prove we could have stopped someone from using your LINCOLN 1ST BANK ATM Card or LINCOLN 1ST BANK Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

Contact in event of Unauthorized Transfers. If you believe your login ID and Password has been lost or stolen, call or write to us at the contact information below. You should also call the number or write to the address listed at the end of this Agreement if you believe a transfer has been made using the information from your check without your permission.

Business Days. Business days are Monday through Friday excluding holidays.

Transfer Types and Limitations. See the specific section related to the transaction type for transfer types and limitations.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

Documentation. You will get a monthly account statement from us for your savings or checking accounts, unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly. You will not receive a separate statement for Online Banking Services. Transfers to and from your accounts using Online Banking Services will appear on the respective periodic statements for your bank accounts. Periodic statements are also accessible through Online Banking Services and may be viewed, printed, or saved to designated media.

Our Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the Online Banking Services were not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions

that we have taken.

(6) Any other exceptions stated in this Agreement with you.

In Case of Errors or Questions about Your Electronic Transfers. Call or write to us at the telephone number or address listed below as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared. When you contact us:

- Tell us your name and account number.
- 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.
- Tell us the dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide 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.

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the MasterCard® logo. These limits apply to unauthorized transactions processed on the MasterCard® Network. If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your MasterCard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

- **Termination of Access to Online Banking Services.** You may cancel your use of Online Banking Services at any time by providing us with verbal or written notice by phone, e-mail, or postal mail. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. You agree that we can terminate or limit your access to Online Banking Services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.
- **Restrictions on Use.** You agree not to use the 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. Without limiting the foregoing, we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized

crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services, the security of the Services, or other customers of the Services, or otherwise abuse the Services.

- **Review and Changes to this Agreement.** We may amend or change this Agreement (including any applicable fees and Service charges) from time to time, in our sole discretion, by notifying you in accordance with applicable law and by making the updated terms available to you upon logging into your account at MyLincoln1st.com. If, at any time, you find this Agreement unacceptable or you do not agree to the changes to this Agreement, please discontinue your use of Services. Your continued use of the Services after we have made such changes available will be considered your acceptance of those changes.
- **Privacy.** Please refer to the LINCOLN 1ST BANK Privacy [Privacy](#) located at MyLincoln1st.com or inquire at any branch location for information regarding our use of your information in connection with your use of the Services.
- **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 Online Banking Services provided to you under this Agreement. We do not and cannot warrant that the Online Banking Services will operate without errors, or that any or all of the Online Banking 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 direct, 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 the Services, 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 amounts paid by you for the services provided to you through use of the Online Banking Services.
- **General Terms.** This Agreement constitutes the entire agreement between you and us governing your use of Services. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Your use of the Services and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Services is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. This Agreement and the Services shall be governed by and construed in accordance with applicable federal law and where applicable the laws of the State of New Jersey.
- **How to Contact Us.** If you have questions about these Terms and Conditions, please contact us by email at customerservice@MyLincoln1st.com or by phone at **973-694-0330** or write to us at:

**LINCOLN 1ST BANK
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