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Online Banking Agreement

As used in this agreement, the words “you” and “your” refer to the account holder(s) and the words “the Bank”, “us” and “we” refer to First Commerce Bank.

Online Banking:

You must have at least one First commerce Bank account to enroll in this service. There are no monthly service fees for the use of Online Banking.

Bill Payment Service:

You must be enrolled in Online Banking to have access to the bill paying service. There are no monthly service fees for use of this feature. The bill pay feature requires a checking account for payments.

Authorization:

By accepting this agreement you authorize the Bank to provide account information, transfer funds between your accounts, place stop payments on checks you have written and provide paid check images, in accordance with the provisions of this agreement. If you choose to enroll in the Online Banking Bill Paying Service, you authorize First Commerce Bank to charge your account(s) for any applicable miscellaneous service fees. By accessing the Online Banking Service, you accept the terms and conditions of this agreement.

Access ID and Passwords:

For access to Online Banking, you must enter a User Identification Number and Password. Please remember that Bank employees will never ask you for your password. You understand that your User ID and PIN/Password is your electronic signature. It identifies you to us and authenticates and validates the direction given just as your actual signature.

You agree to maintain the confidentiality of your User ID and PIN. You authorize the Bank to honor any transfer requests and provide account information to anyone who provides the correct User ID and PIN. Furthermore, you agree to promptly notify the Bank if an unauthorized person has obtained your User ID and/or PIN, or if unauthorized transfers or errors appear on your account statement. You agree that your liability to the Bank for any and all transfers to and from your account(s), whether authorized or unauthorized, as well as your liability for failure to report unauthorized transfers or account errors is limited only by the provisions of the Electronic Funds Transfer Act.

Account Access:

If you have enrolled in Online Banking, you may access any of your accounts with us for the purpose of reviewing transaction or obtaining balance information. If you have enrolled in the Online Banking Bill Paying Service, you may also access the checking account that you have authorized the Bank to use to pay bills for you. There is an automatic lockout feature which will automatically lock out an attempt to access account information after three failed logon attempts. In addition, the system will automatically timeout if your session activity remains idle for a period of twenty minutes.

Transfers:

You may access your accounts and make transfers at any time. Although there are no restrictions on the number of transfers you may make from your checking and interest bearing checking accounts, Federal Regulations limit the number of transfers which may be made from a money market account to another account or third party by preauthorized, automatic or telephone (including data transmission) transfer to six per month. Transfers made through Online Banking from a money market account count towards these limitations. You may transfer up to the available balance in your account. You may not transfer funds to or from an IRA or Certificate of Deposit. Please refer to your deposit account disclosure for additional information.

Processing of Transfers:

Transfers made before 5:00 p.m. Monday through Friday, excluding holidays, will be processed on the same day. Transfers made after 5:00 p.m. or on a weekend or holiday will be process on the next business day.

Regulations:

Transfers made in accordance with this Agreement, and all rights and liabilities of both you and the Bank, are subject to the provisions of the Electronic Fund Transfer Act and the Truth in Savings Act. You were provided with a copy of the Electronic Fund Transfers Disclosure and Truth in Savings Disclosure when you opened your account. You should review these disclosures prior to performing transfers through Online Banking and the Bill Pay Service as it gives general information outlining your rights and responsibilities for these transactions.

Stop Payments:

You may place a stop payment, utilizing Online Banking, on any check that you have written. If you do, you agree to the following terms and conditions.

- The information on the stop payment must precisely identify the check number, the payee and the amount of the check. If you do not give exact information, the Bank assumes no responsibility for stopping the payment.
- The stop payment must be received in time to give us a reasonable time to act upon it. Stop payments received before 3:00 p.m. on Monday through Friday, excluding legal holidays are processed on the day received. Stop payments received after 3:00 p.m. or on a weekend or legal holiday will be processed on the next business day. A stop payment must be received before the check has been presented for payment.
- The stop payment order is effective for six months unless renewed through Online Banking or in writing before the expiration of six months. If the stop payment order is not renewed before the expiration of six months, it will automatically terminate and the Bank is free to pay the check. In such an instance, you hereby agree to waive any and all claims against the

Bank with respect to the stop payment order of the check itself and you further agree to indemnify and hold the Bank harmless with regard to any and all claims involving the stop payment order and/or check.

- You agree to pay a \$30.00 stop payment fee for each new stop payment and each renewal of a stop payment processed through the Online Banking System.

Termination:

This agreement will remain in effect until you or the Bank terminates it. A termination by you will not be effective until the Bank has received from you a signed written notice of the termination and has had reasonable time to act upon it. If you do not access the Online Banking service for a period of 180 days, the Bank will terminate your service. If we do this, you will be required to re-enroll in this service.

Miscellaneous Information:

Please refer to our schedule of fees for information regarding miscellaneous charges that may apply. Also, please read our Privacy Policy for additional steps that we take to protect your personal information. The Bank reserves the right to change any terms or fees disclosed in this agreement.

Acknowledgement:

By submitting the Agreement, you acknowledge that you have read, understand and accept the terms and conditions of this agreement. You certify that all information provided is accurate. Please retain a copy of this agreement for your records.