

## PROVIDENT BANK ONLINE BANKING AGREEMENT INTRODUCTION

This agreement and disclosure ("Agreement") governs the terms and conditions of the use of Provident Bank Online Banking Service ("Online Banking"), a convenient account access service provided to customers of Provident Bank (hereinafter also referred to as "Provident", "Bank", "us" or "we"). Each time Online Banking is accessed using any Password, User ID or other Online Banking Access Device assigned to either you or your account, you agree to be bound by the terms and conditions of this Agreement. Please read this Agreement carefully.

You may print this Agreement by using the "print" feature of your software or you may download it to your computer. If you chose not to print or download this Agreement at this time, please note that this Agreement is available to you for viewing, printing and/or downloading by clicking on the "Online Banking Agreement" link found on the Online Banking login page.

Online Banking is available over the Internet. You can access Online Banking from the Online Banking login page on our website. By accepting this Agreement, you are agreeing to its terms and the electronic delivery to you of this Agreement and any and all disclosures and other information related to any of your Eligible Accounts linked to Online Banking that is/are required to be delivered to you in writing under applicable law. This includes, without limitation, electronic delivery of change-in-terms notices affecting your accounts and/or your use of Online Banking. You are deemed to have received any electronic messages sent to you when such messages has been e-mailed to you or at the time that they are made available to you at our Online Banking website. You may print a copy of any such communications using the "print" function of your software. Your consent to the use of electronic communication hereunder applies only to this Agreement and matters arising pursuant to this Agreement. It does not apply to other products which you may have from Provident or to your customer relationship with Provident generally.

This Agreement is the complete and exclusive agreement between you and Provident with respect to your use of Online Banking. This Agreement, however, is in addition to any and all other agreements or disclosures provided to you in conjunction with your Eligible Accounts. To the extent that such other agreements and disclosures do not conflict with the terms and conditions set forth herein, they will still govern the use of your account. These other agreements and disclosures include, for example, any Account Agreement or loan agreement, the Bank's Funds Availability Policy, and Schedule of Fees. In the event of a conflict between this Agreement and any other agreement or disclosure related to any of your Eligible Accounts or any statement by any Bank employee or agent, this Agreement shall control.

You have the right to request and receive a copy of this Agreement and all accompanying electronic disclosures and messages provided to you on paper and the right to withdraw your consent to have these records provided to you in electronic form. No conditions or fees will be imposed or charged in the event of any such request or withdrawal. To obtain a written copy of this Agreement or any electronic disclosure or message which we have delivered to you please e-mail us at [ProvidentBank@ProvidentNJ.com](mailto:ProvidentBank@ProvidentNJ.com), or call us at 1.800.448.PROV(7768) or write us at: Provident Bank, Customer Contact Center, 100 Wood Ave S, Iselin, NJ 08830. Your logging onto and your use of Online Banking is your acknowledgment that:

you have the ability to receive electronic notices;

you have received all relevant agreements and disclosures; and

the information you have supplied us with on your Online Banking Enrollment Form is both true and accurate.

## DEFINITIONS

The following definitions apply in this Agreement:

"Online Banking" means Provident Bank Online Banking Service described herein. This term also includes the Bill Payment service feature described in this Agreement as well as any other account

access or electronic funds transfer service feature either accessible at or provided through the Bank's Online Banking website;

"Online Banking Access Device" Any Password or User ID, Bank-issued card, code or other means of access to an account that allows you to access and use Online Banking;

"Deposit Account" means any checking or savings account, certificate of deposit (CD), and/or other deposit account you may have with us that was established primarily for personal, family, or household purposes;

"Loan Account" means any mortgage loan, home equity line of credit, installment loan, and/or any other credit account or loan you may have with us that was established primarily for personal, family, or household purposes;

"Account Agreement" means the agreement under which an Eligible Account was opened by the Bank on your behalf and which sets forth therein the overall terms and conditions of the account and the Authorized Signer(s) on the account;

"Authorized Signer" means each accountholder of an Eligible Account and other any person(s) authorized to exercise control over the account or the funds therein as set forth in the related Account Agreement;

"Electronic fund transfer (EFT)" means, as defined in the federal Electronic Funds Transfer Act, any transfer of funds to or from an Eligible Account, including Bill Payments, initiated by you at an electronic terminal (including a personal computer). The following types of transactions do not constitute EFTs under this Agreement and are not subject to the terms and conditions set forth in this Agreement to the extent allowed by law: checks, check guarantees or authorizations, wire or similar transfers, and securities and commodities transfers;

"Eligible Account" means each of your Deposit Accounts or Loan Accounts established primarily for personal, family, or household purposes which you designate to access with Online Banking set forth in this Agreement;

"ET" means Eastern Time (United States);

"Password" is the customer-generated code selected by you that will allow you to connect to Online Banking;

"User ID" is any Bank-generated identification code assigned to you for Online Banking;

"Bill Payment" refers to the Bill Payment service described in this Agreement and each individual bill payment that you request;

"Bill Payment Account" means your designated checking account at Provident from which Bill Payment deductions will be made;

"Bank Holiday" means any day that the Bank is closed for normal business;

"Business Day" means any day except for Saturday, Sundays and Bank Holidays;

"You" or "your" refers to each user of Online Banking.

## ELIGIBILITY

To be eligible to use Online Banking, you must have at least one account with Provident, access to Internet service and an e-mail address. You also must have properly completed, signed and delivered an Enrollment Form to us and been approved for use of Online Banking by the Bank.

To be eligible for Bill Payment services you also must have at least one account with Provident which must be a Checking Account or NOW Account. If you close your Primary Account, you must contact us immediately to designate another account with us as your Bill Payment Account.

## ACCESSING ONLINE BANKING

Once we have received, processed and approved your online Enrollment Form, Online Banking can be used to access only the Eligible Accounts that you have designated for access by Online Banking in your Enrollment Form. These accounts will be "linked" and must have one common owner and signer. Accounts that require two or more signatures to make withdrawals or transactions may not be linked. You can add or delete any of your Provident accounts from this Agreement by completing a new Enrollment Form. Access to your accounts through Online Banking will be based upon your Password, User ID, or other Online Banking Access Device assigned to you.

If you link a Deposit Account to Online Banking and use it for business purposes, we may convert the account to a business checking account. We will send you notice of this change. Business checking accounts generally do not earn interest.

Online Banking is available 24 hours a day, seven (7) days a week. However, availability of Online Banking or any individual service or feature thereof, such as Bill Payment, may be suspended for brief periods of time due to system outages, updates, maintenance, and/or revisions.

The Bank hereby reserves the right at any time, in its sole discretion, to deny or restrict in any manner your access to Online Banking, and the Bank further reserves the right to reject any Online Banking request.

All Online Banking requests made after 10:00 p.m. ET on any Business Day or made at any time during a Saturday, Sunday or Bank Holiday will be considered to be made on the next Business Day.

## TYPES OF TRANSACTIONS AVAILABLE

Depending on the Internet-access device that you use, the transactions you are able to perform may vary. Generally, however, you will be able to perform the following types of transactions:

**Account Access.** By enrolling in Online Banking you will be given access to any Eligible Account you designate of which you are an owner or Authorized Signer, including joint accounts (except for accounts requiring two (2) or more signatures), for the purpose of obtaining account information and requesting any other available Online Banking service. Accounts requiring two (2) or more signatures cannot be accessed through Online Banking.

**Transfers of Funds.** In addition to viewing your account information, you may use Online Banking to request the transfer of funds between any of your Eligible Accounts. However, you cannot conduct any transfer of funds to or from any passbook savings account or certificate of deposit given the nature of such accounts.

The following limitations also apply:

**Statement Savings Accounts.** You can make no more than six (6) transfers from this type of account per statement period by preauthorized or automatic transfer or by telephone or Online Banking;

**Money Market Savings Accounts.** You can make no more than six (6) transfers from this type of account per statement period by preauthorized or automatic transfer or by telephone or Online Banking. In addition to the above provision, the number of transfers from Provident accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable Account Agreement and disclosures for those accounts. You should refer to your Account Agreements and disclosures for a description of applicable transaction restrictions and service charges.

Additional Services. New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services as required by law. By using any of such new services, you agree to be bound by the rules and conditions of this Agreement and any other additional and/or supplemental rules and conditions that will apply.

All funds from any transfers successfully submitted through Online Banking by 10 p.m. ET on a Business Day will be posted to your account that same day. Your account balance affected by a transfer will be posted to your account on the next Business Day if the transfer is submitted and processed after 10 p.m. ET on any day.

## SECURITY

You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your paper statement for each of your Provident accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, your Password, User ID, or other Online Banking Access Device, and/or your other personal identification information, such as your social security number.

Your Password, User ID or other Online Banking Access Device assigned to you are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Provident's Online Banking system is encrypted in an effort to provide transmission security and the Online Banking system utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other.

Notwithstanding our efforts to insure that the Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, or e-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 Online Banking or that e-mail transmitted to and from us will not be monitored, intercepted or read by others.

## FEES

Except as otherwise provided in this Agreement, there is no fee for you to enroll in or to access your account through Online Banking. Once you are a registered user of Online Banking or Bill Payment.

When you request any transactions through Online Banking, you will be responsible for any fees and/or service charges that normally apply to the maintenance or usage of your account or to the transaction(s) you have requested. Please see our Schedule of Fees for a listing of these fees and service charges and possible ways to waive such fees depending on the type of account you have.

You authorize us to deduct all fees and/or service charges associated with your use of Online Banking from your Eligible Account from which such fee or service charge originated from. If you close your Eligible Account from which any fee or service charge originated from, you authorize us to deduct any such fees or service charges from any Eligible Account that you maintain with us without notifying you.

We may change or add fees or service charges for Online Banking by following the procedures outlined in your Account Agreement for making such changes.

You are responsible for all telephone charges incurred in connecting to Online Banking and for charges by any service provider providing connection to the Internet.

## AUTHORIZATIONS

You must be an owner or Authorized Signer of an Eligible Account in order to access and/or use Online Banking. You acknowledge that each owner or Authorized Signer of an Eligible Account is authorized to access all of the funds held in that account. We are entitled to act on any transaction instructions received

using any Password, User ID or other Online Banking Access Device assigned to affected account, and you agree that the use of your Password, User ID or other Online Banking Access Device will have the same effect as your signature authorizing the transaction.

You should never provide your Password, User ID or other Online Banking Access Device to a third party. If you do so, you are authorizing that party to make transactions on your account. Therefore, you are responsible for any transactions, including transfers resulting from you furnishing your Password, User ID or other Online Banking Access Device to a third party. Provident will not be liable for and will not reimburse you for any losses that may occur as a result of this authorized use of your Password, User ID or other Online Banking Access Device.

#### STATEMENTS AND DOCUMENTATION OF TRANSACTIONS

All of your Online Banking transfers and transactions will appear on your monthly account statement(s). You will continue to receive your regular account statements in accordance with the terms of each of your respective account agreements.

You will receive a reference number upon successful submission of each EFT requested through Online Banking, including Bill Payments.

If your monthly statement shows transactions that you did not authorize, you must tell us at once in the manner described herein. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain accounts may only receive a quarterly statement if there is no monthly activity.

A copy of any documentation provided to you which indicates that an Online Banking transaction was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transaction was made.

#### LIMITATIONS, PRIORITY AND PERFORMANCE OF TRANSACTIONS

We may, from time to time, limit the type, number and dollar amounts of transfers requested through Online Banking, notwithstanding the amount in your accounts.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold is removed and the deposited funds are thereby made available to you. Please consult the Bank's Funds Availability Policy in this regard. If there are not sufficient funds available in your account on the effective date of any transfer that you have requested through Online Banking, we may not complete the transfer and a service charge and/or late charge may be assessed against your applicable account as described in our Schedule of Fees.

If you schedule an Online Banking transaction to occur on any day that is not a Business Day, we reserve the right to debit or credit funds from your applicable account(s) on the first Business Day following the requested transfer date.

Other limits on the number of transactions that you may perform on your Eligible Accounts may apply. Please consult each of your respective Account Agreements.

#### BILL PAYMENT SERVICE

If you choose to subscribe to our Bill Payment service, a convenient feature of Online Banking which allows you to use your Internet-enabled device to direct payments from your designated Bill Payment Account to third parties, the following terms and conditions set forth in this section apply in addition to all of the other terms and conditions set forth elsewhere in this Agreement.

To pay bills using this Bill Payment feature, you must use your computer or other Internet-access device to first login to the Bank's Online Banking website. Once logged into Online Banking, you will then be able to access Bill Payment and authorize payments from your designated Bill Payment Account.

We have contracted with a third party ("Bill Payment Agent") to perform Bill Payments on your behalf. Your Bill Payment Account must be a checking account held at Provident. Through the Bill Payment service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the account that you designate as your Bill Payment Account. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United States. Any one Bill Payment item cannot be for an amount greater than \$9,999.99. We reserve the right to restrict the types of payees to whom payments may be made using the Bill Payment service from time to time. You should not use the Bill Payment service to make payments to settle securities purchases, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a day that is not a Business Day, funds must be available in your Bill Payment Account the following Business Day. After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly or monthly intervals (a "recurring payment"). If a recurring payment is chosen, the payment will be made automatically each billing period provided sufficient funds are available in your designated account. If the payment is not a recurring payment, it will be a "One Time Payment." One Time Payments do not recur and are not made until you enter the payee and amount of the current bill and submit the payment. You may change payments that are recurring payments; however, you must allow at least three (3) business days after we receive any change to information you have given us about a payee to reflect the change in our records.

When you create a new payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up and verify your new payee. You should schedule a payment to a new payee at least twelve (12) Business Days before any payment due date to allow us time to set up the payee and verify information about your account with the payee. For all subsequent payments, you agree to allow up to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not allow for this time, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, a representative of the Bill Payment Agent will try to work with the payee on your behalf to attempt to have any late fees or charges reversed.

If you are assessed a fee due to a late or missed payment and you believe the fee assessment is an error, you must contact the Bill Payment Agent at:  
1.800.823.7555

Monday through Friday from 8:00 a.m. to 10:00 p.m. ET and on Saturdays from 9:30 a.m. to 6:00 p.m. ET.

If it is determined that you followed the proper Bill Payment procedures, Customer Service will: credit your checking account for the full amount of late charges assessed by the payee; and send a written statement to the payee explaining that you are not at fault for the late or missed payment.

If it is determined that you did not follow the proper Bill Payment procedures, you will be responsible for any fees assessed by Provident, the payee, or the Bill Payment Agent.

The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur if you do not have sufficient available funds in your Bill Payment Account to make the payment on the designated payment date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of the Bank.

If the session during which you schedule a payment ends by 4:00p.m. ET on a Business Day, The Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following Business Day. For all entries made using the Bill Payment service, the time recorded by the Bill Payment service controls.

You will be liable to the Bill Payment Agent and to the Bank for the full amount of any Bill Payments made on your behalf and for any fees associated with your use of Bill Payment. In using the Bill Payment service, you are responsible for any fees, losses or penalties that you may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account at the time of any designated payment.

The way to cancel or change a payment is to log onto the Bill Payment service and follow the steps provided therein. Payments must be changed or cancelled online using the service prior to 4:00p.m. (ET) on the Business Day the transaction is scheduled to be initiated. If you wish to cancel a payment after it is issued, please call the Bill Payment Agent at 1.800.823.7555. If the Bill Payment Agent agreed to stop this payment, you may be charged a stop payment fee. Stop payment orders, whether oral, written, or electronic, will be in effect for a period of six months. If requested, you will confirm any stop payment order in writing. After six months, any stop payment will terminate and must be renewed in order to continue in effect. Any item that is presented following the lapse of any stop payment order may be paid by the Bank.

If at any time you decide to discontinue your Bill Payment service, you must notify Provident by calling us at 1.800.448.PROV (7768), or by e-mailing us at [ProvidentBank@ProvidentNJ.com](mailto:ProvidentBank@ProvidentNJ.com), or by writing us at Provident Bank, Customer Contact Center, 100 Wood Ave S, Iselin, NJ 08830.

Each Bill Payment is deemed to be an electronic funds transfer ("EFT") under this Agreement. Please carefully review the sections that follow in this Agreement to see your rights and responsibilities especially concerning: (i) the reporting of a lost, stolen or compromised Online Banking Access Device, (ii) any errors or questions you may have on your account, including any specific Bill Payment, or (iii) any unauthorized Bill Payment.

#### ELECTRONIC MAIL (E-MAIL)

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following Business Day.

We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any e-mail system. If you wish to contact us electronically about your account, we ask that you log into the Online Banking service site and use the EMAIL feature found therein. Use this secure form to e-mail the Bank regarding inquiries about an electronic fund transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.

We will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail alone if you need to communicate with us on an urgent basis, such as, for example, to report a lost or stolen Password, User ID and/or other Online Banking Access Device, or to report an unauthorized transaction from one of your accounts. We will not take actions based on any of your e-mail requests or inquiries which we receive from you until we actually have had a reasonable opportunity to act upon such.

## ENDING THIS ONLINE BANKING AGREEMENT

This Agreement will become effective immediately upon your acceptance of such and shall remain in full force and effect until its termination in accordance with the following provisions:

**Bank's Termination.** We may end your rights to use Online Banking or Bill Payment for any reason and at any time without notifying you. **Customer Termination.** If you wish to terminate your ability to access and use Online Banking, or if you wish to terminate only your access and use of Bill Payment, you may send us an e-mail message stating your request at [ProvidentBank@ProvidentNJ.com](mailto:ProvidentBank@ProvidentNJ.com), or by sending us your cancellation instructions in writing either (i) by mail to Provident Bank, Customer Contact Center, 100 Wood Ave S, Iselin, NJ 08830 or (ii) by giving it to a Customer Service Representative at any of the Bank's branch office locations.

In asking us to terminate your Online Banking or Bill Payment service, you authorize us to continue making transfers that you have previously authorized until such time as we have had a reasonable opportunity to act upon your notice to terminate this Agreement. Once we have acted upon your termination notice, we will make no further transfers or transactions from your account, including transfers or transactions you have previously authorized.

If you terminate this Agreement, you hereby acknowledge and understand that:

If more than one person is authorized to withdraw funds from your account, or if another person is authorized to electronically access your account, we cannot stop that person from accessing that account through Online Banking; and

You must cancel any automatic recurring Bill Payments prior to terminating Online Banking, otherwise we will continue to make such recurring transfers or payments.

If we terminate your Online Banking or Bill Payment service, we reserve the right to make no further related transfers or transactions from your account, including any related transfers or other transactions you have previously authorized.

If either you or we end your rights to use Online Banking or Bill Payment, we will no longer be required to complete any related Online Banking or Bill Payment transactions. You will remain obligated to us under this Agreement for all your Online Banking transactions, even if they occur or are completed after this Agreement is ended.

## YOUR RESPONSIBILITIES AND RIGHTS CONCERNING UNAUTHORIZED ONLINE BANKING TRANSFERS OR FOR LOST, STOLEN OR COMPROMISED ONLINE BANKING ACCESS DEVICES

Notify us **AT ONCE** if you believe that your Password, User ID or other Online Banking Access Device has been lost, stolen or compromised or if you become aware that there has been an unauthorized transfer of funds from your account. Otherwise, you could lose all the money in your accounts (including any and all funds from any available overdraft line of credit). Telephoning us is the best way of keeping your possible losses at a minimum.

If you believe that any of your Passwords, User ID or other Online Banking Access Devices have been lost, stolen or compromised or that there has been an unauthorized transfer of funds from your account, please contact us immediately at: 1.800.448.PROV (7768)

The Bank's Customer Service representatives are currently available to take your calls at the above number from Monday through Friday from 8:00 a.m. to 7:00 p.m. and on Saturday from 9:00 a.m. ET to 2:00 p.m. ET.

If you cannot reach the Bank's Customer Service Department for any reason (for example, if the department is closed), you should e-mail us immediately at:



[ProvidentBank@ProvidentNJ.com](mailto:ProvidentBank@ProvidentNJ.com)

If there is some good reason that prevents you from contacting us by phone or by e-mail as indicated above, you should then immediately write our Customer Contact Center at:

Provident Bank  
Customer Contact Center  
100 Wood Ave South  
Iselin, NJ 08830

The following determines your liability for any unauthorized Online Banking transfers from your Eligible Accounts:

You will have a maximum liability of \$50 if you report the loss, theft or compromise of your Password, User ID or other Online Banking Access Device to the Bank within two (2) business days of your discovery that your Password, User ID, or other Online Banking Access Device was lost, stolen or compromised.

Notwithstanding the above, if your account statement shows any transactions that you did not make or authorize, notify us at once. If you do not notify us within 60 days after the statement was mailed, you may not get back any money you lost after the 60 days if we can prove that we could have prevented any losses if you had told us in time. Your losses may be unlimited if you do not contact us within 60 days. If a good reason, such as a long trip or a hospital stay kept you from notifying us, we may extend any of the above notification time periods upon receipt of proper documentation from you.

You are required to provide the Bank with a written statement in a form acceptable to the Bank regarding any and all claims of unauthorized transactions on your account.

#### ERRORS AND QUESTIONS

In case of errors or questions about any balances on your account or any Online Banking transfers, you should contact our Customer Contact Center as soon as you can if you think your statement is wrong or you need more information about a transfer listed on your statement. Call us at: 1.800.448.PROV (7768)

Our telephone agents are available to take your calls from Monday through Friday from 8:00 a.m. to 7:00 p.m. ET and on Saturday from 9:00 a.m. to 2:00 p.m. ET.

Or, e-mail Provident at: [ProvidentBank@ProvidentNJ.com](mailto:ProvidentBank@ProvidentNJ.com)

Or, you can write us at:  
Provident Bank  
Customer Contact Center  
100 Wood Ave South  
Iselin, NJ 08830

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

When contacting us:

Tell us your name and account number.

Describe the error or transfer about which you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you put your complaint or question in writing within 10 business days.

We will notify you with the results of the investigation within 10 Business Days and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If this occurs, we will credit your account within 10 Business Days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we have asked that you send us your question or complaint in writing and we do not receive it within 10 Business Days, the Bank may not credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finished our investigation. You may ask for copies of the documents that we used in our investigation.

#### ADDITIONAL LIABILITY PROVISIONS

**Customer's Responsibility.** You are responsible for all transfers, payments and other transactions you authorize using Online Banking. If you permit other persons to use your Password, User ID and/or other Online Banking Access Device, you are responsible for any resulting transactions from your accounts accessible through Online Banking. We will not be liable for and will not reimburse you for any losses that may occur as a result of this use of your Password, User ID and/or other Online Banking Access Device. You are responsible for keeping your passwords and account data confidential.

**Our Liability.**

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

In no event shall we be liable to you for failure to provide access to Online Banking or any individual feature or service thereof, including for example Bill Payment. Unless otherwise required by applicable law, we are only responsible for performing the requested Online Banking transaction in accordance with the terms and conditions set forth in this Agreement.

If we do not complete an EFT to or from your Eligible Account on time or in the correct amount, we will be liable for your losses or damages. We will not be liable to you in the following instances:

If through no fault of the Bank, you do not have enough money in your account to make the transfer.

A transfer request would consist of money deposited in a form or by a method which has not yet made the money available for withdrawal.

If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.

If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.

If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.

If your transfer authorization terminates by operation of law.

If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.

If you have not properly followed the instructions on how to make a transfer included in this Agreement.

If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.

If we have a reasonable basis for believing that unauthorized use of your account or of your Password, User ID or other Online Banking Access Device has occurred or may be occurring.

If you are in default under this Agreement, any Account Agreement or any other agreement with us.

If we or you terminate this Agreement.

If the U.S. Postal Service causes a delay.

If we make a timely transfer to a third party at your request but such third party nevertheless does not credit your payment promptly after receipt.

If you do not authorize a transfer soon enough for your transfer to reach a third party and be properly credited by such third party by the time it is due.

For any other reason stated in our Account Agreement with you.

Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, managers, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to your use of Online Banking.

Third Parties. We are not liable for any loss or liability resulting from any failure of our equipment or software, or that of an Internet browser provider such as, for example, Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider, or by any online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access Online Banking or your accounts.

Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter in using or accessing Online Banking. We suggest that you routinely scan your personal computer, or other Internet-access device, using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

## RECORDING OF INFORMATION AND DISCLOSURE TO THIRD PARTIES

The collection of personal information Online is designed to protect access to your accounts and to assist the bank in providing you with the products and services you want and need. All personal information collected and stored by the Bank is used for specific business purposes to protect and administer your accounts and transactions, to comply with state and federal banking regulations, and to help the Bank better understand your financial needs in order to design or improve our products and services.

When visiting any of the Bank's website pages to read or download information, we do not collect information about you, but we do collect and store information, by means of cookies or otherwise, about your Internet connection and the date and time of your visit. Specifically, we record:

The name of the domain from which you access the Internet (for example, aol.com, if you are connecting from an America Online account, or princeton.edu, if you are connecting from Princeton University's domain).

The Internet address of the website from which you linked directly to our site, if any (for example, www.fdic.gov, if you are following a link from the FDIC Website, or www.yahoo.com, if you are using the Yahoo search engine).

The type of web browsing software you are using to view our site.

The date and time you accessed our site.

The pages from where you entered and exited our site.

The information and electronic messages you enter through Online Banking may be recorded. We may disclose information about your accounts, or the transfers, transactions or payments you perform, to third parties and you hereby authorize those third parties to disclose similar information to us: where it is necessary for the provision of Online Banking and for completing transfers or transactions you initiate; in order to verify the existence and condition of your account for a third party, such as, for example, a credit bureau, a merchant, or another financial institution; in order to comply with government agency or court orders, or investigations or examinations by our bank regulators; in the investigation or prosecution of alleged fraudulent activity concerning your accounts; if you give us your permission; or as may be otherwise authorized under the Bank's Privacy Notice or under any agreements you may have with us.

#### ADDITIONAL ONLINE BANKING TERMS AND CONDITIONS

**Amendments.** The Bank may modify the terms and conditions applicable to the herein described Online Banking service from time to time. We may send any notice to you via e-mail and you will be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law (which is generally 30 days). To the extent permitted by applicable law, we will notify you of any such change or amendment electronically by posting such notice on the appropriate web page on our Online Banking site. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to Online Banking.

**Severability; Construction; Survival.** 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. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of both you and the Bank pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement and will survive termination, cancellation or expiration of this Agreement.

**Assignment.** You may not assign this Agreement. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without your prior consent.

**Notices.** Unless otherwise required by applicable law, you hereby agree and acknowledge that any notice or written communication given pursuant to this Agreement may be sent to you electronically.

**Waivers.** No delay or omission by the Bank in exercising any rights or remedies under this Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of a right or remedy or the exercise of any other right or remedy. No waiver of any right or remedy shall be valid unless it is in writing signed by a representative of the Bank.

**Applicable Law.** This Agreement is subject to applicable federal laws of the United States and the laws of the State of NEW JERSEY. Applicable federal laws and the laws of the State of NEW JERSEY will apply to and govern this Agreement and all claims, disputes and liabilities arising under or in connection with this Agreement, without regard to choice of law principles.

Website Terms and Conditions. Your use of Online Banking is your acknowledgment that you also agree to Provident Bank's Website Terms and Conditions.

Ownership of Provident's Online Banking, Web Pages, and Other Intellectual Property. The content, information and offers found on the Online Banking website or any other web page of the Bank are copyrighted by the Bank or are used by the Bank with the permission of any respective owner. All Bank intellectual property, including without limitation the content, information and offers on the Bank's Online Banking website or other Bank web page, owned or validly licensed by the Bank and used in connection with Online Banking or any Online Banking services, including Bill Payment, shall at all times remain the sole and exclusive property of the Bank. The unauthorized use, reproduction, linking, licensing or other distribution of any such intellectual property is strictly prohibited.

Waiver of Jury Trial; Arbitration. You and the Bank each irrevocably waive all rights to a trial by jury regarding any claim, dispute or liability arising under or in connection with this Agreement (regardless of whether such claim, dispute or liability is based on breach of contract, tort or other theory of liability, or based on a warranty, or brought at law or in equity). You and the Bank each irrevocably agree that any claim, dispute or liability between or involving you and the Bank, including, but not limited to, any dispute regarding the applicability, validity or enforceability of this "Waiver of Jury Trial; Arbitration" section, shall be resolved by binding arbitration by and under the rules of the American Arbitration Association in effect at the time the claim is filed. You and the Bank acknowledge that this Agreement, including without limitation this section, is governed by the Federal Arbitration Act, which is codified at 9 U.S.C. ? 1 et seq., in addition to other applicable federal laws and the applicable laws of the state of NEW JERSEY. Judgment upon any arbitration award may be entered in any court having jurisdiction. You and the bank agree that the costs of an arbitration proceeding shall be divided as follows:

The American Arbitration Association filing fee, if any, must be paid by the party that initiates the arbitration proceeding; Each party shall pay their own legal fees, expert witness fees and witness fees, and associated costs; and all other costs and fees shall be paid by the party who must pay the arbitration award, unless the arbitrators decide that it is not fair to do so and otherwise apportion costs and fees between the parties. You and the Bank understand that by agreeing to this "Waiver of Jury Trial; Arbitration" section, you and the Bank are each giving up the right to litigate any claim, dispute or liability in court and before a jury. You and the Bank understand that some of the differences between litigation and arbitration include:

discovery, or your ability to request information from the other party, generally is limited in an arbitration proceeding; only individual claims will be arbitrated (class actions and other types of consolidated proceedings cannot be pursued in arbitration); and the ability to appeal, or dispute, the decision or award of the arbitrators generally is very limited. You acknowledge and agree that you have sought, or had the opportunity to seek, such legal advice regarding the provisions in the "Applicable Law" and "Waiver of Jury Trial; Arbitration" sections of this Agreement as you deemed necessary or advisable.

Hardware and Software Requirements. In order to access and use Online Banking, you must use your personal computer, or another Internet-access device, with an Internet browser that support 128-bit encryption such as, as an example the latest version of Microsoft Internet Explorer or Google Chrome. Use of such browsers will provide your information with a higher level of security and will allow you to access and retain electronic records hereunder. Please visit [www.provident.bank](http://www.provident.bank) and click Digital Banking for the latest supported internet browsers and operating systems.

## ACCEPTANCE

By your acceptance of this Agreement, you affirm that you meet the hardware and software requirements described in this Agreement for your access and use of Online Banking. You also affirm also your consent to be a party with Provident Bank to this Agreement and to the use of electronic communication with respect to matters arising under this Agreement, including the receipt of required disclosures.