



**Terms and Conditions Agreement for Your Provident Bank Consumer Deposit Account**



## Understanding Your Provident Bank Consumer Deposit Account

Provident Bank has updated its Terms and Conditions Agreement for Your Provident Bank Consumer Deposit Account. The enclosed packet of information contains important information concerning these updates. **These changes are effective April 17, 2023.**

Below, please find a Table of Contents, which will help you navigate through the documents.

### TABLE OF CONTENTS

A.	Notice of Updated Terms and Conditions Agreement for Your Provident Bank Consumer Deposit Account	2-3
B.	Consumer Deposit Account - Terms and Conditions Agreement	4-32
C.	Personal Accounts and Service Fees	33-34
D.	Consumer Deposit Accounts Transaction Processing Order	35-40
E.	Consumer Overdraft Privilege Service <sup>sm</sup>	41-50

## Notice of Updated Terms and Conditions Agreement for Your Provident Bank Consumer Deposit Account

Provident Bank has updated the Terms and Conditions Agreement for your Consumer Deposit Account(s) (“Terms and Conditions”), which you can review by examining this packet or by visiting [provident.bank/consumer-deposit-terms-and-conditions](http://provident.bank/consumer-deposit-terms-and-conditions). Your review of updated Terms and Conditions will most likely result in one of the following three reactions: (1) you agree with the updated Terms and Conditions, (2) you have questions regarding the updated Terms and Conditions, or (3) you do not agree with the updated Terms and Conditions. Accordingly:

- If you agree with the changes to the Updated Terms and Conditions, no action on your part is needed and you should continue to use and enjoy the benefits of your account(s);
- If you have questions regarding the updated Terms and Conditions, you can call our Customer Care Center at 800.448.7768 Monday through Friday from 8 AM to 7 PM and on Saturdays from 9 AM to 2 PM to speak to a representative regarding your questions.
- If you do not agree to the updated Terms and Conditions, please visit your local branch or contact our Customer Care Center at 800.448.7768 Monday through Friday from 8 AM to 7 PM and on Saturdays from 9 AM to 2 PM, on or before June 16, 2023 to close your account.

The updates to the Terms and Conditions include a number of important changes:

### 1. Provident Bank (referred to as “we” below) has changed certain fee policies and practices:

- Non-Sufficient Fund (NSF) Fees and Uncollected Funds Fees: We have eliminated these fees that could have been charged to your account when a transaction was conducted or an item was presented for payment and your account did not have a sufficient available balance to cover the transaction or item and it is returned unpaid.
- Overdraft Protection – Automatic Sweep from Linked Account: We have eliminated all transfer fees for funds transferred from one account to another account at Provident Bank to prevent an overdraft.
- For Subscribers to our Overdraft Privilege (ODP) Service:
  - o Provident Bank will not charge more than three Overdraft Fees to an account per business day. Be advised that a fee may be charged if a previously presented item that was returned unpaid (and no fee was charged) is submitted again to us for payment and this presentment causes your account to be overdrawn.
  - o An Overdraft Fee will not be charged unless the paid Check or Automated Debit results in an overdraft balance more than \$50.
- Automatic Redeposit of Returned Items: Checks deposited to or cashed against your account that are returned to us unpaid for any reason will be redeposited without a fee being charged when the check amount is less than \$1,500. Should the item be returned unpaid again, or if the check is \$1,500 or more, we may return the item and may charge a fee for handling the check, even if this causes your Account to become overdrawn.

For clarity, we are providing the Consumer Deposit Accounts Transaction Processing Order statement/workflow to assist you in understanding how and when payments and other items will be paid/debited from your Account, as well as our Consumer Overdraft Privilege<sup>SM</sup> Service brochure.

## **2. Dispute Resolution:**

- We have updated the way that disputes between you and Provident Bank will be resolved, which will now be either in individual arbitration or small claims court instead of by a jury trial or class action. If you do not want to agree to arbitration, please follow the instructions in paragraph 10 of the Dispute Resolution by Binding Individual Arbitration section of the updated Terms and Conditions to opt out.
- We have specified that state and federal courts in New Jersey will resolve any claims not subject to arbitration.

***Please review the updated Consumer Deposit Accounts - Terms and Conditions Agreement carefully. Unless you close your account on or before June 16, 2023, continued use of your account(s) after receipt of the Consumer Deposit Accounts - Terms and Conditions Agreement constitutes acceptance of, and agreement to, the updated Terms and Conditions.***

# CONSUMER DEPOSIT ACCOUNTS – TERMS AND CONDITIONS AGREEMENT

## INTRODUCTION

Thank you for opening and maintaining a consumer deposit account with Provident Bank. This Consumer Deposit Accounts – Terms and Conditions Agreement (“Agreement”) contains the terms and conditions governing deposit accounts offered to consumers by Provident Bank (“Bank”). By applying for an account, either in writing or electronically, and signing an account signature card and/or other documents, you agree that when we open that account it will be governed by this Agreement, the signature card and/or other Account documents, and the Personal Accounts and Service Fees brochure which accompany and are part of this Agreement, as well as all applicable State and Federal laws and regulations. You also acknowledge receipt of a copy of (1) this Agreement; (2) the Personal Accounts and Service Fees brochure; (3) the Privacy and Overdraft Privilege Policies; (4) USA PATRIOT Act – Customer Identification Program Notice; (5) the Federal Regulation E, Regulation CC, Regulation DD, and Check 21 disclosures, and (6) the Consumer Deposit Accounts Transaction Processing Order statement/workflow as applicable to the Account you opened and the services you requested.

Please read this Agreement in its entirety and retain it and all applicable policies, notices, and disclosures discussed throughout this document for future reference. **This Agreement requires you and us to resolve disputes through arbitration on an individual basis rather than jury trials or class action lawsuits.**

In this Agreement, the words “you” and “your” mean the person or persons or entity (e.g., sole proprietorship) that maintains the Account. The words “Bank”, “we” or “us” mean Provident Bank. “Account” means each deposit Account you maintain.

## RULES AND REGULATIONS

This Agreement sets forth the rules and regulations that govern your Account with Provident Bank. Your Account will also be governed by the signature card and/or other Account documents that you signed or otherwise executed and, if the Account is a multiple party account, by the supplemental Agreement that you received in connection with the signature card. Furthermore, the Account will be subject to the laws, regulations and rules of the State of New Jersey and of the United States. Any change in any of the foregoing that may become effective in the future will also govern the Account. By signing the account signature card or accepting the Account for which you applied, you agree to be bound by the terms and conditions set forth in this Agreement.

## RESERVATION OF RIGHTS BY THE BANK

Any waiver by the Bank of the rules and regulations governing your Account on any occasion will not constitute a waiver of the same or any other rules and regulations on any other occasion.

## CONFIDENTIALITY

Information about your Account is confidential. We will not disclose information about you or your relationship with us to anyone except as provided in our Privacy Policy.

## TYPES OF ACCOUNTS

Provident Bank offers several different types of checking, savings, certificate of deposit, and Individual Retirement Accounts. The Bank’s Personal Accounts and Service Fees brochure describes the consumer checking and savings accounts offered and available to our customers from time-to-time, as well as the general account requirements and applicable service fees. Information regarding certificate of deposit and Individual Retirement Accounts is available on our website (Provident.Bank) or at each of our branch offices.

You must notify us at account opening (or, at your discretion, a later date) if you do not want a Provident Debit Mastercard®. However, be aware that certain account types require the use of a debit card to conduct transactions so as to be eligible for the full benefits and/or features of the account. If you were previously issued an Automated Teller Machine (ATM) card for use with your Account and would like to cancel it, contact our Customer Care Center at 800.448.7768 or visit any branch location.

Transactions processed using your ATM card or Provident Debit Mastercard are governed by Provident Bank Cardholder Agreement for Consumer Accounts and the Bank's Regulation E - Electronic Fund Transfer Disclosure for Consumer Accounts, incorporated into this Agreement by reference herein.

We reserve the right not to offer all accounts at all times. We may discontinue offering a type of account at any time without notice. However, any account existing at the time of or after the product type is no longer offered will continue to be governed by this Agreement. Information regarding account requirements and service fees for Accounts no longer offered but you maintain is available at each of our branch offices.

#### ELIGIBILITY

Individuals and unincorporated non-business associations may open and maintain consumer checking, savings, and certificate of deposit accounts. Consumer accounts may not be opened or maintained by corporations, limited liability companies or partnerships, unincorporated business associations, partnerships, or non-profit organizations. If we believe that you are not eligible to own your specific Account type or that you are using your Account for business purposes, we will convert or close the Account at our sole discretion.

#### INFORMATION ABOUT YOU AND YOUR ACCOUNT

When you open a deposit account with us, you give us information about yourself and confirm that it is correct. We enter that information into our records/systems. We may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information.

Federal law, including the USA PATRIOT Act, requires all financial institutions to obtain, verify and record information that identifies each customer who opens an account with that financial institution.

When you apply for an account, we will ask for your legal name, address, date of birth and your Tax Identification Number (TIN). We will require two or more forms of identification, one of which must be a government-issued unexpired photo identification. We may validate the information you provide to us to ensure we have a reasonable assurance of your identity. We may contact you for additional information. When we are not able to verify your identity to our satisfaction, we will not open your Account if this determination is made at the time that you apply for the Account; if your Account has already been opened and/or funded, we will restrict access to your Account and any funds on deposit until such time that we can close the Account.

We may make any inquiries that we consider appropriate to help us verify your identity and determine if we should open, maintain, collect or close your Account. This may include verification of employment and credit reports or other reports from account information services and credit reporting agencies.

If you ask, we will tell you whether we requested a credit report, and, if we did, we will tell you the name, address, and telephone number of the credit reporting agency.

## HOW TO ACCESS YOUR ACCOUNT

You can access your Account and obtain information about other products and services available from Provident Bank:

- at our conveniently located branch offices and Provident-owned ATMs;
- through ProvidentConnect Online Banking and our website [provident.bank](http://provident.bank);
- through Provident Telephone Banking and Mobile Banking Services;
- through our Customer Care Center at 800.448.7768.

## DEPOSITS

Deposits may be made in person, by mail or by any other method the Bank makes available, such as ATMs (limited to Provident-owned ATMs), automated clearing house (ACH) transactions, and electronic fund transfers (EFTs). We may make other methods for conducting deposits available to you for your convenience.

ATM deposits and Mobile Banking – Mobile Check Deposits are available only for checking accounts and statement-type savings accounts; EFT deposits are available for checking, passbook and statement savings accounts.

Provident Bank is not responsible for deposits made through the mail or electronic means until the Bank actually receives the item(s). In receiving any item(s) for deposit or collection, the Bank will process the item(s) in order to collect final payment. The Bank will not, however, become the owner of the item(s). In processing the item(s), the Bank will not be responsible beyond the exercise of ordinary care. All items are credited subject to the Bank's receipt of final payment of each item.

If the Bank receives any items payable to you with any endorsement missing, the Bank may endorse the item(s) and deposit it in your Account. Items will be handled in accordance with customary banking practices. In its sole discretion, the Bank may refuse to accept a deposit, limit the amount that may be deposited, return a deposit and/or may close an account. The availability of funds represented by checks deposited is governed by Federal Regulation CC and/or our Funds Availability Policy.

You will receive a copy of our Funds Availability Policy prior to opening your Account and may request an additional copy at any time.

If we accept checks, electronic items/images or other items (hereafter collectively referred to as "check" or "checks") for deposit to your Account or cash them, you are responsible for the checks and other items if there is a subsequent problem with them. Also:

- If we cash a check for you or credit it to your Account and it is not paid for any reason, we may charge your Account for the amount of the check and may automatically redeposit the item without charging a fee if the check amount is less than \$1,500. Should the item be returned unpaid again, as well as all checks \$1,500 or more, we may return the item and may charge a fee for handling the check, even if this causes your Account to become overdrawn.
- All deposits are subject to our subsequent verification and adjustment, even if you have already withdrawn all or part of the deposited funds unless you can prove our determination was erroneous.
- If your Account is overdrawn, we may use the deposit to pay the overdraft and any fees you owe us.
- We may accept a check for deposit to your Account from anyone. We do not have to question the authority of the person making the deposit.

- We may refuse to accept for deposit to your Account checks payable to another person (i.e., double endorsed checks).
- In receiving checks for deposit or collection, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors and delays made by others in the collection process.
- We may assess a charge for processing cash deposits.
- If you give us cash that we later determine to be counterfeit, we may charge your Account for the amount we determine to be counterfeit.
- You will not knowingly deposit checks to your Account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.

We are not required to verify that money orders, bank checks, cashier's checks, electronic items/images or similar items are authentic and valid at the time you ask us to cash them or accept them for deposit. If we cash or accept for deposit a money order, bank check, cashier's check, electronic item/image or similar item and we later learn that the item is fraudulent, counterfeit or invalid for some other reason, we may charge your Account for the amount of the item and a fee for handling the item and may also charge your Account should it become overdrawn due to the return of this item(s) and/or other items presented for payment. This may occur even if we previously made the funds available to you, or if this causes your Account to become overdrawn.

With the exception of certificate of deposit accounts, you may make unlimited deposits to your Account each month or statement period.

#### **DIRECT DEPOSITS**

If the Bank is required to reimburse the Federal government, any State government, or any other entity or person for any payment erroneously deposited to your Account through a direct deposit plan, the Bank, in addition to its other rights, may without prior notice to you, deduct the amount of the direct deposit from any Account you and/or any joint or co-owner may have with the Bank. We may also use any other legal remedy to recover the amount of your liability.

#### **FOREIGN CHECKS AND NON-ROUTINE ITEMS**

Checks and other items drawn on banks outside of the United States carry a greater risk of non-collection. As such, you should be especially cautious about accepting items drawn on foreign banks.

Provident Bank may refuse to accept for deposit, collection, and/or subsequent credit to your Account a check or other item drawn on a bank or financial institution outside of the United States whose U.S. dollar value is not within the limitations established by us from time-to-time and in effect at the time you present the item. All applicable Provident fees and corresponding bank charges will be deducted from the proceeds and/or your Account balance without exception.

Credit for foreign checks and other non-routine items may not be posted until the date that the funds are received by us from the institution on which the items are drawn.

If we accept an item for deposit which we later determine to be a foreign item, we may decide that the item needs to be sent for collection. If so, we may reverse any credit given for the item and mail the foreign item to you at the address we have on file for your Account statement. You may ask us to send the item for collection.



When we send a foreign item for collection, you understand that the foreign item is sent solely for you and at your risk and that we are not liable for any event in the collection process which is beyond our control. For example, we are not liable for a default by any bank or agent involved in the collection process or for the loss of the foreign item in transit. We will send the foreign item through a correspondent bank. We will deduct our fees and the fees/charges assessed by the correspondent bank, paying bank and any agents involved in the collection process from any amount collected or from your Account.

Upon your request, we will attempt to determine the status of a foreign item sent for collection. You agree to pay all fees and charges related to such a request. We may refuse your request if less than 30 business days have passed since we first processed the foreign item for collection.

If a foreign item is returned to us unpaid for any reason at any time or is initially paid but then subsequently returned unpaid, we will charge your Account for the foreign item and mail the foreign item to you at the address we have on file for your Account statement. Even though the item is returned unpaid, we will charge you or your Account or any Account you and/or any joint- or co-owner may have with the Bank for our collection fees and for fees/charges assessed by the correspondent bank, paying bank and any agents involved in the collection process.

When we credit your Account for a foreign item, we use the applicable currency exchange rate on the day we send the item to our correspondent bank, or in instances of guaranteed funds coverage, on the date established by our correspondent bank, to determine the amount of the credit. When we reverse a credit for a foreign item, we use the applicable currency exchange rate on the day we reverse the credit to determine the amount of the debit. Currency exchange rates are highly volatile and our rate on the day of the credit is likely to be different (sometimes very different) than our rate on the day of the debit. You understand and agree that this may result in a currency exchange loss to you.

#### **OVERPAYMENTS AND REVERSAL**

If funds to which you are not entitled are deposited to your Account by mistake or otherwise, we may deduct these funds from your Account, even if this causes your Account to become overdrawn. If there are not enough funds in your Account, we may overdraw your Account and charge an overdraft fee. If the funds were transferred from your Account, we may reverse the transfer. We can do this without giving you any prior notice or demand.

#### **RETURNED ITEMS**

As used in this Agreement, returned items are items that you deposit or that we cash for you (a “cashed” or “deposited item”) and includes items drawn on Provident Bank, as well as items drawn on other banks or financial institutions. You are responsible for returned items regardless of the reason for return of the item.

If a cashed or deposited item is returned to us unpaid at any time for any reason by the bank on which it is drawn or any collecting bank, we may accept that return, pay the claiming party, and charge the item to your Account without regard to whether we or the other bank finally paid the item or returned the item in accordance with any applicable midnight deadline or automated clearing house rule. We may also deduct from your Account any interest you may have provisionally earned on the item. We may charge you a fee for each unpaid returned item, whether it was originally cashed or deposited to your Account, as listed in our Personal Accounts and Service Fees brochure. We may debit your Account for a returned item at any time on or after the day it is returned to us by electronic, automated clearing house (“ACH”) or other means, or on the day we receive notice that the item is being returned to us – whichever is earlier. Return deposited items under \$1,500 will be automatically re-deposited; no fee will be charged for this service. Returned deposited items equal to or greater than \$1,500 will be charged a re-deposit fee.

If an item deposited in your Account has been paid by the bank on which it is drawn (including on us) and that item is later returned to us with a claim that the item was altered, forged, unauthorized, bears a forged or missing endorsement or should not have been paid for any reason, we may at our discretion charge the item against your Account or place a hold on the amount of that item against your Account until the claim is finally resolved. We may charge you a fee for each returned item as listed in our Personal Account and Service Fees brochure. We may take these actions without prior notice to you and regardless of whether settlement with respect to such item is considered final.

We are not obligated to question the truth of the facts that are asserted, to assess the timeliness of the claim, to take any action to recover payment of a returned item, or to assert any defense. We do not need to notify you in advance of our actions related to the claim. If you do not have sufficient available funds to cover a returned item, we may overdraw your Account and charge associated fees. We are not liable to you if there are insufficient funds to pay items you have issued and/or authorized because we withdrew funds from your Account or in any way restricted your access to funds due to a hold or debit to your Account in connection with a returned item.

You agree to immediately repay any overdraft and any associated fees caused by the return of a cashed or deposited item.

In some cases, the financial institution on which the returned check or other item is drawn may send us an electronic notice of return, an indemnified copy of the original, an image replacement document (“IRD”), or an image instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return, or indemnified copy or IRD just as if the original item had been returned.

We may send any unpaid item back for collection a second time before notifying you, but we are not obligated to do so. You waive any right to notice of dishonor and protest. You agree that we will have no obligation to notify you of any item that is being returned. However, if we receive advance notice from another financial institution that it is returning to us unpaid a check of \$2,500 or more, we may telephone you and/or send you a written notice. We will send notice to you about returned checks of any amount.

## **WITHDRAWALS**

We reserve the right to approve any and all forms, including checks, used by you with respect to an Account to withdraw funds.

A withdrawal is deemed to be made when it is posted to your Account. The day of posting may not be the day you initiated the withdrawal. We may refuse a withdrawal request if:

- the withdrawal would be paid from funds deposited to your Account but not yet available for withdrawal;
- the withdrawal is greater in number than the number and/or frequency permitted on your Account, including any limitations as to the number of checks you may issue;
- the withdrawal is for an amount greater or less than any withdrawal limitations applicable to your Account;
- any document or identification we require, or the law requires, in connection with the withdrawal has not been presented to us;
- we have received a court order or other legal document prohibiting the withdrawal(s);
- the law prohibits the withdrawal;
- there is a dispute concerning the Account;
- the Account owner(s) owes us money that is due and payable;
- the Account balance is security for a debt;
- an Account owner or a person we believe to be an agent of an owner requests that we do not permit withdrawal(s);
- a problem occurs with our equipment; or
- such action is otherwise required by law

We reserve the right to require withdrawals to be made only at the branch at which your Account is maintained.

**Checking Accounts**

With the exception of ATM, ACH or EFT transactions, withdrawals from checking accounts may only be made by issuing a check in the form prescribed by the Bank or, when instructed by us to do so, by completing a withdrawal slip on a form prescribed by us. In the case of money market accounts, the withdrawal may also be made by use of a withdrawal slip in the form prescribed by the Bank. We may make other methods of conducting withdrawals available to you for your convenience.

We may also require reasonable identification to conduct a withdrawal via the cashing of a check, draft or other instrument. The Bank will decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

You agree to notify us promptly if any Account owner dies or becomes legally incompetent. The Bank may continue to honor checks, items, and instructions issued by the deceased/incompetent Account owner until: (a) we know of their death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence of any Account owner for up to ten (10) calendar days after their death or legal incompetence unless ordered to stop payment by someone claiming an interest in the Account.

We reserve the right to require you to give the following advance written notice of your intention to make a withdrawal: seven-days advance notice on money market accounts. Payment by the Bank without requiring the seven-days advance notice will not constitute a waiver by the Bank of the right to require such notice.

**Passbook Savings, Statement Savings and Certificate of Deposit (CD) Accounts**

You may make a withdrawal from your passbook savings and passbook certificate of deposit (partial redemption) Accounts by presenting the passbook and a signed withdrawal request on a form acceptable to the Bank, and from your statement savings and statement CD Account by presenting a signed withdrawal request on the form prescribed by the Bank. We reserve the right to require such documentation and authorization as we deem necessary or appropriate to determine that the person requesting or directing the withdrawal of funds from an account has the authority to withdraw such funds. The Bank will not be liable if it considers that person's possession of the passbook and a properly authorized withdrawal request as satisfactory proof of authority to make the withdrawal unless you have previously notified the Bank that the passbook was destroyed, lost or stolen. You will hold us harmless for refusing to pay or release funds where the refusal is based on the failure to provide documents or authorization as required by us or if we suspect fraud or other unlawful acts.

We reserve the right to require you to give the following advance written notice of your intention to make a withdrawal: seven-days advance notice on all certificate of deposit, passbook savings, and statement savings accounts. Payment by the Bank without requiring the seven-days advance notice will not constitute a waiver by the Bank of the right to require notice. The Bank also reserves the right to require withdrawals to be made only at the branch at which your Account is maintained.

**PRE-AUTHORIZED TRANSFER LIMITATIONS**

There are no limits on the number of withdrawals or transfers from your savings or money market Account when made in person, by mail (by check mailed to you), messenger, or at an ATM.

From time-to-time, Federal regulations require us to limit to a total of six (6), the number of transfers and withdrawals, or a combination of such "... transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction account) of the depositor at the same institution or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by the depositor and payable to third parties." We will notify you when enforcement of this restriction is required or when the restriction is lifted by the regulators via a message on your Account statement, a message on our website, or by other means that we, in our sole discretion, deem appropriate.

Federal regulations define a preauthorized transfer as any arrangement by the depository institution to pay a third party from the account of a depositor upon written or oral instruction (including an order received through an automated clearing house (ACH)) or any arrangement by a depository institution to pay a third party from the account of the depositor at a predetermined time or on a fixed schedule.

When we count the number of transactions for a statement period, we use the date that we post each transaction to your Account. This date may differ from the date you authorize, transfer, or write the transaction. Accordingly, a withdrawal or transfer conducted during one statement period may not be counted by us as having been made until the following statement period. If you exceed these limits, we will notify you about the transaction violations and the need to stay within the limits, as well as assess a fee to cover the administrative costs associated with monitoring your Account transactions. Repeated violations will require us to convert your savings or money market Account to a transaction account (e.g., non-interest bearing checking account). If we convert your Account, your new Account will be subject to the fees and other features/limitations governing the new account type.

You are not permitted to make preauthorized withdrawals or automatic transfers from your passbook savings Account, including telephone transfers or overdraft protection transfers, or by use of an ATM or debit card. We prohibit the use of a savings account as the designated bill payment account when utilizing ProvidentConnect Online Banking and Bill Payment Services.

## **TRANSFERS**

You may transfer funds from one of your Accounts with us to another of your Accounts at this Bank by telephone, via ProvidentConnect Online Banking, via Provident Bank Mobile Banking Services, or by written instructions given to us. At our discretion, a fee may be charged for this service. Transfers of interest are permitted on all deposit accounts. We may refuse any transfer request which is greater in number than the frequency permitted for your Account type, or which is for an amount greater or less than any transfer limitations.

## **PAYMENTS**

You may direct the Bank to make a payment from any of your checking or money market Accounts by writing a check or from your statement savings or money market Account(s) by presenting a signed withdrawal slip on the form prescribed by the Bank, or from either your checking, money market, or statement savings Account(s) by EFT (including a ProvidentConnect Online Bill Payment transaction and Mobile Bill Pay as available/eligible) or by an ATM/debit card transaction. You must maintain a sufficient available balance in your Account to cover any check that you write or other withdrawal that you authorize. Funds from an item deposited do not become "available" for withdrawal/payment until it has been finally paid to the Bank and availability may vary due to the manner in which the deposit was made (e.g., in-person, via ATM/online banking/mobile check deposit/ACH, or other means). We reserve the right to refuse to cash or honor any check, withdrawal or other payment order by you to a person who is not a depositor of the Bank who presents such item(s) in person at one of the Bank's branches.

In general, payments and other items being paid/debited from your Account are processed in the following order: (1) electronic items such as ATM, point-of-sale (POS), and automated clearing house transactions; (2) items representing transactions processed at the teller window at a Provident branch; (3) internally generated items such as preauthorized loan payments and account fees assessed; and (4) paper items such as checks, drafts, and other items received via cash letters from other banks and/or the Federal Reserve Bank. Checks that you have issued from your Account are paid in the order received by us for payment; if more than one (1) check is received for payment on a business day, the checks are paid in check number order, which may differ than the order in which you issued them. Please note that all deposits and other credit items received are posted to your Account prior to the previously listed debit items.

For the sake of clarity, please review and retain the Consumer Deposit Accounts Transaction Processing Order statement/workflow provided at account opening for additional information regarding payments and other items paid/debited from your Account.

If we are presented with an item drawn against your Account that would be a “substitute check”, as defined by law, except for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Payments to third parties from a passbook savings and certificate of deposit accounts are not permitted.

#### **INSUFFICIENT FUNDS, UNCOLLECTED FUNDS, AND OVERDRAFTS**

If you write a check or other order for more than the available balance in your Account, we may either pay it or return it unpaid. We will not be liable to you or any other person if we choose to pay such a check or other item. If we choose to do so and an overdraft is created, you agree to pay us the amount of the overdraft and any associated fees immediately.

You understand that we may honor a withdrawal request(s) that overdraws your account at our sole discretion. However, the fact that we may choose to honor a withdrawal request(s) that overdraws your Account does not obligate us to do so later. As such, you should not rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your Account in the past. We reserve the right to change our overdraft payment policies and practices on your Account without notice to you.

We may impose an overdraft fee for each check or other item that overdraws your Account because we, at our sole discretion, have chosen to pay the check or item. Be advised that a fee may be charged if a previously presented item that was returned unpaid (and no fee was charged) is submitted again to us for payment and this presentment causes your account to be overdrawn.

If your Account has a sweep account arrangement, consumer Overdraft Checking line of credit protection, or Overdraft Privilege<sup>SM</sup> service (collectively referred to as “overdraft protection services”), checks or other items (debits) that would overdraw your Account may be honored up to your available balance, credit line or limit.

When the use of an overdraft protection service is needed to honor items presented for payment, the Bank will pay your items using your available funds in the following order:

- your own funds on deposit;
- your sweep account funding arrangement;
- your consumer Overdraft Checking line of credit;
- at our discretion, your available/remaining Overdraft Privilege limit.

Be advised that the items will be paid against your Account in the order that they are received with priority given to internal electronic items over paper items (e.g., checks), which may differ from the order that you conducted the transactions. This will affect the amount of any fees assessed.

Provident Bank will authorize and pay overdrafts for ATM withdrawal transactions and everyday one-time debit card transactions via our Overdraft Privilege (“ODP”) service only if you have opted-in to that service and affirmatively consented for us to pay such items using your ODP limit. We will charge fees for overdrafts caused by ATM withdrawals or everyday one-time debit card transactions, provided that you have opted-in to ODP and provided your affirmative consent, up to the limits in number of and/or amount of such fees that are established by us from time-to-time at our sole discretion. You may opt-in and opt-out of ODP at any time by contacting our branch offices and/or Customer Care Center.

Sweep account arrangements, consumer Overdraft Checking line of credit or Overdraft Privilege limits will be utilized to cover overdrafts and associated fees provided the overdraft protection service individually has a sufficient balance, credit line, or limit available to cover the total of each day’s items and any associated service or overdraft fees. The Bank will not combine the available balance, credit line, and limits provided by each individual overdraft protection feature in order to cover an overdraft and/or associated fee.

If your checking Account is a joint Account, each owner will be responsible for any overdraft and any liability arising under the consumer Overdraft Checking line of credit or Overdraft Privilege arrangement, regardless of which joint owner applied for the credit line, initiated the overdraft or benefited from the proceeds.

#### **PERIODIC STATEMENTS**

We will send you a statement for your applicable checking, savings, certificate of deposit (only when combined with statements provided for a checking or savings account) and Individual Retirement Account at the close of each statement period. Unless you make other arrangements with us, authorize us to provide your periodic statement electronically by way of an e-statement, and/or the feature of your Account includes/requires e-statements, your statements will be sent to you by regular U.S. mail. We will mail the statement(s) to the most recent address we have on file for you. When we place the statements in the mail or on ProvidentConnect Online Banking, they will be deemed delivered to you. If we send you statements monthly, the statements will reflect activity in your Account during that statement period, which will vary in length from 28 to 32 calendar days.

Upon your request and/or authorization (or by the nature and design of specific account types), we will combine multiple account statements into one statement, including loan/credit line accounts. By doing so, the activity shown on the statement for each Account depicted will be for the same time period.

By instructing us to combine account activity on one statement, all Account owners acknowledge and consent that in response to a subpoena or other legal process to release information about any one Account on the combined statement, we may release the entire combined statement.

You agree that you will look over your statements, check images and other materials sent with your statement as soon as you get them. You agree to look for alterations, unauthorized transactions, unauthorized signatures, unauthorized electronic payments or ATM/debit card transactions, and missing endorsements, as well as fees assessed that you believe to be in error. If you find any of these situations or find an error on your statement, you agree to notify us within sixty (60) calendar days after we sent you the statement on which the error first appeared. You agree that if you fail to notify us of an unauthorized signature or alteration on an item within sixty (60) calendar days after we make the statement available to you, you will be responsible for the unauthorized transaction and precluded from asserting a claim for it against us.

Whenever a statement is unclaimed or undeliverable because of your failure to provide adequate instructions or to notify us of a change in postal or e-mail address, we may discontinue sending statements and deny ATM or debit card access, until otherwise instructed by you.

We will charge you a returned statement fee to cover the additional costs associated with our processing and handling of your statement. You will not receive a periodic statement for your passbook-type savings or certificate of deposit Account; your passbook will be the record of your Account balance, interest credited and transactions.

You should review entries to your passbook as soon as possible and immediately notify us in writing if there are any unauthorized entries or errors.

## **INTEREST COMPUTATION AND BALANCE INFORMATION**

### Your Interest Rate and Annual Percentage Yield

The interest rate and annual percentage yield are variable on all interest-bearing checking accounts, savings accounts, and money market accounts and may change at any time. The interest rate and corresponding annual percentage yield for variable rate accounts are not based on a particular index and are set at the Bank's discretion.

The interest rate and annual percentage yield on certificates of deposit (including Individual Retirement Accounts) are set at the time the account is opened and are fixed for the term of the certificate of deposit. The annual percentage yield for certificates of deposit assumes that interest will remain on deposit until maturity; a withdrawal will reduce earnings.

For all interest-bearing accounts, the initial interest rate and annual percentage yield are recorded in the account disclosure provided at account opening.

### The Balance on Which We Calculate Interest

We use the daily balance method to calculate the interest on all interest-bearing accounts. This method applies a daily periodic rate to the balance in the account each day.

### When Deposits Begin to Earn Interest

Interest on all deposits to a certificate of deposit account begins to accrue on the business day we receive the deposit. For other interest-bearing accounts, interest on cash deposits begins to accrue on the business day we receive the deposit, and interest on non-cash deposits begins to accrue on the business day or next business day following the day on which you deposit non-cash items (for example, checks).

Interest is paid on daily balances according to the terms disclosed to you at the time you opened your Account.

### When Interest is Compounded and Credited

Interest on interest-bearing checking, savings, or money market accounts is compounded daily, credited on the last business day of the statement period, and is available on the first business day of the following statement period. Interest on certificate of deposit accounts is compounded daily and credited monthly and at maturity.

### How Interest is Paid

Interest on all interest-bearing accounts is paid by: (1) crediting the accrued interest earned to the account; or (2) crediting the accrued interest earned to another account with us; or (3) by distributing the accrued interest earned by check.

If you close your interest-bearing Account before interest is credited, you will not be paid any accrued interest earned but not credited to your Account. If the balance in your Account reaches zero, we may deem your Account to have been closed by you.

## **INTEREST REPORTING**

Interest payments will be reported to the IRS under the name and Tax Identification Number of the Account owner designated at Account opening and as set forth on the signature card, application, or other document. It is the responsibility of each Account owner to give the Bank their correct Tax Identification Number. Failure to provide the proper Tax Identification Number may make your Account subject to the assessment of a backup withholding penalty.

## **REWARDS-TYPE CHECKING ACCOUNTS**

### Requirements

Rewards-type checking accounts require that certain transaction requirements and other conditions, as disclosed at Account opening and that are subject to change from time-to-time at the Bank's sole discretion, be met in order to qualify for the rewards and other benefits of the account.

### Rewards Factor

Rewards will be calculated based on the rewards factor in effect at the end of each statement period. This rewards factor is variable and may change at our discretion.

### Rewards Computation and Crediting

Cash (or other type) rewards credited to your Account will equal the total amount of eligible transactions posted to and cleared through your applicable rewards-type checking Account each statement period multiplied by the rewards factor in effect at that time. Rewards will be posted to your applicable rewards-type checking Account as of the last business day of the statement period. Rewards will be redeemed, deposited and available on the first business day of the following statement period. See the account disclosure provided at account opening for detailed information pertaining to your rewards-type checking Account.

## **CERTIFICATE OF DEPOSIT (CD) ACCOUNTS**

### Maturity and Interest Pay-Thru Date

A maturity date will be established when you open your CD. Please see your CD passbook or Account disclosure for the maturity date. We will pay interest through the date of maturity.

### Transaction Limits

You may not make additional deposits to your CD, unless specifically permitted under the terms of the CD you purchased. See the disclosure provided to you when you purchased your CD for the actual terms of your Account.

### Notice of Approaching Maturity Date

You will be notified in writing before the maturity date of your CD.

### Action at Maturity

On the maturity date of your CD, unless you instruct us otherwise or as disclosed to you when you purchased your CD, your certificate of deposit will automatically renew for the same term and at the current interest rate and annual percentage yield in effect on the maturity date. Should you prefer any other action regarding your CD (e.g., renew for a different term, add/withdraw funds, transfer all or a portion of the principal balance to another type of deposit account, or redeem the CD), you must notify us by visiting one of our branch offices. At your option, you may withdraw funds from your CD without penalty within ten (10) calendar days after the maturity date.



Interest may or may not continue to accrue and be paid during this ten (10) calendar-day period; see the account disclosure provided to you when you purchased your CD for specific information about interest accrual and crediting for matured CD accounts.

#### Early Withdrawal

You agree not to withdraw funds deposited to your CD Account until the maturity date, and we do not have to allow you to make an early withdrawal. If we allow you to withdraw all or any portion of the principal before the maturity date (partial redemption), an early withdrawal interest penalty will be imposed on the amount withdrawn. Please see the account disclosure provided to you when you purchased your CD for the basis of this penalty.

If the amount of the penalty exceeds the amount of accrued interest, we may deduct the excess penalty amount from the principal balance.

The early withdrawal penalty may be waived upon the death of an owner of the CD account provided that the early withdrawal request is made prior to the first renewal after the owner's death, or when the owner has been determined to be legally incompetent by a court or other administrative body. In addition, for retirement CDs only, the penalty is waived if there is a withdrawal from your CD after you become disabled or your withdrawal is part of a scheduled distribution to you under your retirement plan.

#### Interest Rate and Annual Percentage Yields

Interest rates and annual percentage yields offered on all new certificate of deposit accounts are set at the Bank's discretion. Current rate information is available at all branch locations, by calling toll-free 800.448.7768 or via the Internet at Provident.Bank. Unless otherwise stated, the rate of interest paid does not vary during the CD term.

#### **HEALTH SAVINGS ACCOUNTS (HSA)**

Fund transfers to and/or from your HSA are permitted for the convenience of managing your HSA. However, electronically moving funds to or from your HSA (e.g. depositing more than the allowable amount or getting additional cash back on an HSA debit card transaction) can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to ensure that you are using the correct access device (such as your HSA debit card) and/or accessing the appropriate account for the transaction. It is your responsibility to ensure the contributions, distributions and other actions related to your HSA comply with all applicable laws and regulations (including Federal tax law and rulings), as well as the provisions of your HSA Agreement. We recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control.

You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA, nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

#### **JOINT ACCOUNTS**

If your Account is in two or more names, it is a joint Account. Each joint owner has the right to withdraw any or all of the funds from the Account, close the Account, enter into agreements with us concerning the Account, and otherwise give us instructions regarding the Account.

Upon the death of any joint owner, the funds in the Account will pass to the surviving joint owner or owners. Applicable State law may require additional acts or documents before funds may be released.

If we receive conflicting instructions from the joint owners, we will have the right to refuse further payments except on a final court order or a release acceptable to us and signed by all joint owners. Each joint owner appoints the other as his or her agent to endorse checks and conduct business for the Account.

We may be required by law to remit funds held in your Account to satisfy a judgment, execute a levy or court order entered against an Account owner, or to satisfy other valid debts incurred by any owner of the Account. If we make payment following these rules, you release us from liability.

If in connection with the Account there is any liability owed to us, such as an overdraft balance, each joint owner will be individually responsible to us for the entire amount of the liability. If one or more of the joint owners owes us money that is due, we can, to the extent permitted by law, use the funds in the joint Account to pay the debt, regardless of who deposited the funds to the Account.

Once a joint Account is opened, one owner cannot remove another from title of the Account. Any joint owner may, however, close the Account by withdrawing all of the funds.

We may require you to close an Account in order to remove a joint owner, terminate a joint ownership, switch the account type, or change a pay-on-death or trust designation.

The joint owner whose address we have on our records for the Account agrees to provide to the other joint owner(s) any notice we send to that address, and notice to one joint owner shall be notice to all.

#### **PAYABLE-ON-DEATH ACCOUNTS**

For an individual or joint account, you may choose to make your Account payable upon your death to one or more payable-on-death (“POD”) beneficiaries. You can make your Account a POD account by instructing us to list each POD beneficiary on the Account and complying with applicable State law. The State in which your Account is domiciled or in which the Account owner(s) live may impose requirements that must be met to create a POD account. For example, you may have to include certain words or letters in the Account title to create a POD account, such as “payable on death,” or “POD”. You are solely responsible for meeting these requirements. We may treat your Account which names a POD beneficiary as a POD account. However, if the applicable requirements are not met, we may be required to treat your Account as though there is no POD beneficiary.

During your lifetime, your POD Account belongs to you. You may close the Account, remove or add one or more POD beneficiaries, change the Account type or ownership, and withdraw all or a portion of the funds in the Account. When the Account owner or last joint owner dies, we may pay any funds remaining in the Account to the then-surviving (if any) POD beneficiary(ies), subject to our right to charge the Account for any amount a deceased owner, joint owner or POD beneficiary owes us. A POD beneficiary does not acquire an interest in the POD Account until after the death of the Account owner or the last joint owner. A POD beneficiary may acquire an interest in the Account at that time but only if the POD beneficiary is alive.

#### **TRUST/FIDUCIARY ACCOUNTS**

Deposits may be made by one or two persons in trust for another (the “beneficiary”). Any action in connection with the Account, including withdrawals, may be made only by the trustee, or if there is more than one trustee, by all trustees, any trustee, or the survivor/surviving trustee(s). If we have not received any other written notice of the existence and terms of a trust upon the death of the trustee, or if there are two trustees, upon the death of both trustees, the funds on deposit will be paid upon request to the beneficiary, or to his or her legal representative.

## **ENDORISING ITEMS**

If you cash or deposit a check, we are legally entitled to a valid and unqualified endorsement from you, and you give us the irrevocable right to place that endorsement on the check. Also, you agree not to give us any check that you have endorsed “without recourse”. If you do, we can also place your unqualified endorsement on the check. We can also enforce against you any rights that an unqualified endorsement gives us. You will be liable for any losses or delays caused by a non-conforming endorsement or material that is on the back of a check when drawn that makes the Bank’s endorsement illegible. Endorsement on all items must be contained on the back of the check within 1 1/2 inches of the trailing edge of the check. You may identify the “trailing edge” of a check by viewing the check from the front; the trailing edge is the left edge of the check.

## **RESPONSIBILITY FOR ENDORSEMENT**

The Bank will not be liable to you because an item you deposit to your Account, or that is cashed by you, is returned after the time set by applicable law due to a delay caused by markings on the back of the item in the space reserved for the depository bank’s endorsement. You may be liable to the Bank for any loss or expense, including without limitation reasonable attorney’s fees, it incurs due to markings on the back of the item in the space reserved for the depository bank’s endorsement.

## **USE OF FACSIMILE SIGNATURES**

If you use a stamp or other device to imprint a facsimile of your signature on a check, withdrawal slip or any other withdrawal form, you are fully responsible for the security over and use of the stamp or device and for payments made by us in reliance upon the presence of the facsimile signature on any item presented for payment regardless of who used the stamp or device. We reserve the right to reject any item containing a facsimile signature.

## **STALE-DATED CHECKS**

The Bank, in its sole discretion, may pay or dishonor any stale-dated check (defined as any check that is dated more than six (6) months in the past) that is presented for payment. If no stop-payment order is in effect when we receive the stale-dated check for payment, we may elect to pay it. Normally, we will make this decision without consulting you. If you do not want us to pay a stale-dated check, you must place a stop-payment order on it.

## **STOP-PAYMENT ORDERS**

If you do not want us to pay a check you have written, you can request that we place a stop-payment order on it by notifying us in person, by mail, by telephone, via ProvidentConnect Online Banking or by such other methods as we may make available to you. You may send written stop-payment orders to any of our branch offices. We will send you a confirmation notice for all stop-payment orders not made in person to one of our branch office personnel. You may stop payment on a check drawn on your Account only if we have not accepted, certified, made final payment on, or otherwise become accountable for the item, except to the extent otherwise required by law. We must be given reasonable opportunity to act on any stop-payment order before it can be considered effective. The effectiveness of any stop-payment order is dependent upon timing between receipt of the stop-payment order and receipt of the check for payment. The Bank will stop payment on a check within a reasonable period of time from receipt of the applicable stop-payment order. A “reasonable period of time” means the check is not presented for payment until the second business day following the business day the stop-payment order is received.

All stop-payment orders on checks are valid for six (6) months from the date the instructions to stop payment were given by you unless we receive instructions from you either correcting or canceling the stop-payment order. Because stop-payment orders are handled by computers, to be effective, we are not obligated to notify you when a stop-payment order expires.

Your stop-payment order must be timely and must accurately describe the check, your Account number, date of the check, payee name, amount, and the check number.

There will be a charge for every stop-payment order we receive. If you have a joint Account, we will accept a stop-payment order from any joint owner or authorized signer, regardless of who signed the check. A release of the stop-payment order may be made only by the person who initiated the stop-payment order. If we fail to honor a proper and timely stop-payment order, we will not be liable for more than your actual loss, which may be less than the full amount of the check.

You may only stop payment on an official check if the item has been lost, stolen or destroyed. If you stop payment on a check and we incur any damages or expenses because of your stop-payment order, you agree to indemnify the Bank for those damages or expenses, including reasonable attorney fees. When placing a stop-payment order, you assign to us all rights against the payee or any other holder of the check. In addition, you agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the check may be entitled to enforce payment against you despite the stop-payment order.

Stop-payment order rules for electronic fund transfer differ from the rules for checks. See the Regulation E - Electronic Fund Transfer Disclosure for Consumer Accounts for rules and procedures regarding stop-payment orders for electronic fund transfers.

#### **UNPAID ITEMS**

If we decide not to pay a check or other item drawn on your Account, we may return the original, an image or a copy of the item or we may send an electronic notice of return and keep the original, image or copy of the item in our records. If we send an electronic notice of return, you agree that any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effects as if we had returned the original item.

#### **POSTDATED AND CONDITIONAL CHECKS**

You agree not to write/issue postdated checks (i.e., a check that is dated in the future) on your Account. We can assume that all checks presented are payable on demand. We will not be liable to you for paying a postdated check prior to its date.

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks include but are not limited to "must be presented within 90 days" or "not valid for more than \$1,000.00". We will not be bound by or obligated to comply with any restrictive legend, condition, notation or memoranda on a check unless we have specifically agreed in writing and in advance to do so. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

#### **FRAUD AND SUSPICIOUS ACTIVITY**

It is critical for you to take care of your checks, promptly review your Account statement, and immediately report any suspicious or unauthorized activity to us. You accept responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks or Accounts. You agree that the exercise of ordinary care will not require us to detect forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

Since some types of fraud have become more difficult to detect, we may elect in some cases to make further inquiries about certain checks or other items that are issued/authorized and/or presented for payment against your Account. If we are unable to contact you or take other steps to determine with reasonable certainty that you authorized these payments, we may either pay the checks and other items or return them unpaid without any liability to you.

If at any time we believe that your Account may be or has been subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our sole discretion, freeze the funds in the Account and in other Accounts you maintain with us, without any liability to you, until such time as we are able to complete our investigation of the Account and transactions. If we do freeze your Account funds, we will provide notice to you as soon as possible. We may also, in our sole discretion, terminate your access to ProvidentConnect Online Banking and Provident Mobile Banking Services (collectively referred to as electronic access) without any liability to you. We may not provide notice to you prior to freezing your Account or terminating your electronic access if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account.

When you report that your checkbook, passbook, or Account information has been lost, stolen or otherwise obtained by an unauthorized person(s), or if you report actual or possible fraudulent activity on your Account(s), or if you otherwise report that your Account has been compromised, we will require that your Account(s) be immediately closed and a replacement Account(s) opened in order to protect you and the Bank from future losses. Should you refuse to do so, the Bank at its sole discretion may:

- require that you indemnify and hold us harmless should the fraudulent or unauthorized activity continue or other such similar acts occur in the future; or
- we may close your Account(s).

You agree to cooperate in all respects as allowed by law with any investigation of or action brought to apprehend and convict the person(s) responsible for any theft (including but not limited to family members or other persons known to you and/or previously authorized persons), unauthorized withdrawals/transfers or other fraudulent or suspicious acts or attempted acts.

#### **SAFEGUARDING CHECKS, ACCOUNT INFORMATION, AND ACCESS DEVICES**

You agree to use care in safeguarding your unsigned checks against theft. Notify us at once if you believe your checks have been lost or stolen. If you are negligent in safeguarding your checks, for example by leaving them unsecured in your home, office or car, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

It is your responsibility to protect the Account number(s) and electronic access devices (e.g., an ATM or debit card, online and mobile banking user name and password, etc.) we provide to you or accept for use with your Account(s). Do not discuss, compare, or share information about your Account number(s) with anyone unless you are willing to give them full use of your money. Your Account number can be encoded by thieves on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (e.g., a family member or co-worker) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your Account number can also be used to electronically remove money from your Account.

If you provide your Account number and/or our routing number to another person or entity either orally, electronically, in writing or by any other means for the purchase of goods or services, or for any other purpose whether that purpose is legal or illegal and they use that information to withdraw funds from your Account, transfer funds from your Account, or otherwise conduct transactions to or from your Account we will deem that withdrawal or any other transaction activity authorized by you. If you authorize someone else to withdraw funds from your

Account, by check or otherwise, we will not be liable to you for paying these withdrawals even if the amount of any withdrawal or the number of withdrawals exceeds your authorization.

### **LOST INSTRUMENTS**

If your checks, savings passbook or certificate of deposit passbook are lost, stolen, or destroyed, you must notify the Bank immediately. If you first notify us orally, you must also promptly notify us in writing. We will place restrictions on withdrawal activity and will require you to comply with other reasonable requirements, including the transfer of the Account balance to a new Account, in order to protect you and the Bank against losses arising out of the misplacement, theft, or destruction of these instruments. If the instrument is in more than one name, all parties must sign an affidavit regarding the lost instruments (e.g., Lost Passbook Affidavit) before any action to replace the instrument will be taken by the Bank.

### **CLAIM OR LOSS**

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us a statement or affidavit containing whatever reasonable information we require concerning your Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim or loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorney's fees incurred by you. You agree that you will not waive any rights you have to recover loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

### **ASSIGNMENT AND TRANSFER**

Your assignment of a checking account is prohibited and will not be recognized. Savings, money market, and CD accounts are not negotiable and are not transferable except on our books. Savings and CD accounts (except Individual Retirement Accounts) may be assigned as collateral for a loan made by us, but an assignment will not be effective unless it is in a form acceptable to and acknowledged by us. Even if we acknowledge and consent to an assignment or transfer, we may require you to close the Account and that the new Account owner open a new account in their name. We will refuse to acknowledge or accept your attempted pledge, assignment or transfer of an Account or of any interest in an Account, including a notice of security interest or any other right under this Agreement, such as a legal claim arising under or relating to this Agreement.

### **CLOSING AN ACCOUNT**

Either you or we may close your Account for any reason. You may close your Account at any time, and we may close your Account without disclosing the specific reason for our actions and without prior notice at any time. We will not be liable for dishonoring any item or other debit drawn on your Account and presented for payment after the Account has been closed. If we close your Account, we may mail you a notice and issue a check for the final balance to you.

If your Account reaches a zero balance, or if you apply for an Account but never deposit funds in it, we may either keep the Account open or close the Account without notice to you. If you close any consumer account within six (6) months of it being opened, you will be charged an Early Account Closure fee; refer to our Personal Accounts and Service Fees brochure for the amount of this fee.

If your Account is closed, you will still be responsible for fees accrued and debits or overdrafts occurring as a result of transactions authorized and/or conducted by you before the Account was closed. This Agreement continues to govern matters related to your Account even after your Account is closed.

## **CONVERTING AN ACCOUNT**

We may convert your Account to another type of account, revoke privileges or close your Account:

- if you make frequent transactions on a savings account as discussed in the “Preauthorized Transfer Limitations” section of this Agreement;
- if your Account frequently has debits against uncollected funds;
- if you use a personal account for business purposes; or
- when we consider it appropriate or necessary to do so.

If we discontinue your type of Account, we may convert your Account to another type of account. We may also convert your Account to another type of account based on our evaluation of how you use the Account. If we convert your Account, we will send you information about your new Account.

## **SETOFF AND COLLECTION**

If you owe us money and that money is due, we can, on our own behalf and to the extent allowed by law, use the money from any or all of your Accounts or any Account in which you are a joint owner, to pay the debt. If we exercise this right, we will notify you promptly and inform you of the amount we have taken from your Account(s). If we take any legal action to collect what you owe us, such as filing a lawsuit, you will be responsible for our reasonable expenses, including attorney’s fees.

Many Federal payments to consumers, including Social Security benefits and Supplemental Security Income benefits, are protected from attachment under Federal law. This means that your creditor generally may not take these funds from your Account. However, by opening your Account, you agree that we can take funds, including Federal payments, from your Account to satisfy obligations, such as fees and overdrafts that you may owe us.

## **SERVICE FEES AND CHARGES**

Your Account may be subject to monthly service or maintenance fees, minimum balance fees, as well as miscellaneous fees and other charges. These fees and charges are listed in the Personal Accounts and Service Fees brochure, and are subject to change. See the Account disclosure and/or Personal Accounts and Service Fees brochure regarding the fees that apply to the specific type of Account you opened. Some fees can be avoided if you maintain sufficient balances or comply with certain transaction requirements or limitations, as described in your Account disclosure. You agree to pay the applicable fees and charges disclosed from the day your Account is opened. Fees and other charges will be paid from your Account; we will charge them automatically and without any specific notice to you.

We determine the amount of each fee charged based upon many factors, including the direct and indirect costs and expenses to deliver the product or service, the value we offer, deterrence of misuse of an account, profitability and soundness of the Bank.

If the payee of a check or other item drawn on your Account presents the check or other item for payment at the Bank, we may impose a fee upon a non-Provident payee for the service of cashing the check or other item. You agree that the imposition of such a fee shall not be considered to be a wrongful dishonor of the check or other item.

### **Balance or Transaction Requirements and Service Charges**

Computations for minimum balances and service charges are based on: (1) the average daily balance method for the period when calculating requirements concerning most checking and savings accounts. The average daily balance is calculated by adding the full amount of principal in the account (and related account for those products that require a companion account relationship) for each day of the period and dividing that figure by the number of days in the period; and (2) for the Provident Platinum Checking account only, these balance calculations include the current

principal balance in your related certificate of deposit, Individual Retirement Account, mortgage loan, home equity loan or line of credit, personal loan or line of credit, and/or consumer Overdraft Checking line of credit on the day that the calculation is made. For the Prestige Checking account only, failure to conduct one ACH credit transaction and to have one ACH debit transaction posted to your Account each statement period will result in a service charge being assessed.

## **NOTICES**

Written notices, orders or instructions given by you to the Bank are effective upon receipt by us. (Note: See the section titled “Stop-Payment Orders” for restrictions regarding this general statement.) Written notices, orders or instructions given by the Bank to you are effective upon being deposited in the mail to your last known address or provided to you electronically only if you have agreed to accept/receive such notices electronically in accordance with the Electronic Signatures in Global and National Commerce (E-SIGN) Act. Notice to any one owner of an account is notice to all owners and/or authorized signers of that account.

When we make a change affecting your rights and obligations, a notice of change will be delivered or otherwise made available to you. In some cases, we may post a notice of change in our branch offices or on our website. Otherwise, we mail the notice to you at the address we currently have on file for your statements or, if you have agreed on this method, provide it to you electronically. We may also provide notice to you as a message on your Account statement or as an insert with your Account statement.

If a notice of change to this Agreement is returned to us as being undeliverable or if we stop sending notices to you because notices or statements previously sent to you were returned to us as being undeliverable, you understand that the notices are available to you through our Customer Care Center (800.448.7768). You agree to that method of delivery and that changes covered in these notices are still effective and binding on you.

In the event that any notice, statement, or other communication sent to you is returned to us as being undeliverable, including those sent via electronic mail as previously agreed to by you, we:

- will destroy such communications along with any accompanying checks, check images or other items;
- will stop sending communications to you, including statements, until a new address is provided to us by you;
- may place withdrawal and/or other transaction restrictions, including temporarily deactivating your ATM/debit card or online banking/bill payment/mobile banking services, on your Account(s); and
- will assess a fee for handling of your returned statements, notices, or other communications and the processing restrictions that we place on your Account(s) as a result of the communication sent to you being returned as undeliverable.

## **CHANGE OF NAME, POSTAL, AND E-MAIL ADDRESSES**

You are responsible for notifying us of any change to your name. Unless we agree otherwise, name changes must be made in writing by the affected Account owner and must be supported by a legal document denoting the change and government-issued identification acceptable to us showing the name change.

You must promptly notify the Bank in writing of any change of your address. You will be required to provide identification information so that we can verify the authenticity of the change notice. Address change requests received through e-mail or via our website will not be honored unless expressly approved/accepted by us.

Informing the Bank of your name and/or postal address change on a check order form is not sufficient.



It is the responsibility of each account owner of an Account that requires establishing and maintaining a ProvidentConnect Online Banking relationship through which periodic account statements will be delivered to provide Provident Bank with a valid e-mail address. It is also the responsibility of each account owner to inform Provident Bank of any and all e-mail address changes. Failure to provide this information may result in undelivered e-statements, account disclosures and notice(s), as well as forfeiture of qualification for Account features and benefits.

#### **CHANGE IN TERMS NOTIFICATION**

We may change this Agreement at any time without prior notice where permitted by law. If the change will reduce the annual percentage yield on your Account or adversely affect you, we will give you notice before the effective date of change (usually not less than 30 calendar days prior to the effective date of the adverse change for consumer accounts). This notice requirement does not apply to a change in the interest rate and annual percentage yield on a variable rate account. You agree to provide us a current postal and/or e-mail address to which all correspondence will be addressed. When there is any other change to the information disclosed in this Agreement, we may post a notice in our branches, notify you by mail via a separate notice, an advisory message on your Account statement or a statement insert, or notify you via electronic mail or other electronic method if you have previously agreed to this delivery method.

#### **ACCOUNT VERIFICATION**

We may, at our sole discretion and to the extent permitted by law, obtain credit reports and otherwise verify information supplied by you, either directly or through an outside agency retained by us. If you ask, we will tell you whether or not a credit report was requested and, if one was requested, we will give you the name and address of the credit reporting agency that furnished the report.

#### **CUSTOMER'S WAIVER OF NOTICE**

By opening your Account and entering into this Agreement you waive the right to receive any notice of the non-payment, dishonor, or protest regarding any items credited to or charged against your Account.

#### **STANDARD OF CARE**

We use automated systems that do not rely on sight review in the processing of checks in order to handle a high volume of these items at a lower cost to you. This process and compliance with expedited funds availability laws preclude us from examining all inclearing checks for proper endorsement, authorization, and/or counterfeit, fraudulent or other suspicious activity. Although we may visually review a sample of checks and other items from time-to-time, reasonable commercial standards do not require us to do so.

We select some checks for review on the basis of certain criteria that change from time-to-time. This means that most checks are processed on the basis of the Magnetic Ink Character Recognition (MICR) line printed along the bottom edge of the check, and are not individually examined for dates, maker signatures, legends or endorsements. You agree that we will have exercised ordinary care if we examine only those items that we have identified according to the criteria that we may establish in our sole discretion for inspection.

If we do visually review any check or other item, we may disregard any restrictive instructions or notations, such as an instruction to permit withdrawals only upon more than one signature. We may return the item unpaid if, in our sole opinion, it does not bear a signature matching any specimen signature we have on file for your Account. You agree, however, that we will not be liable to you for honoring any check or other item bearing a signature that, in our sole opinion, resembles the specimen signature on file with us.

You agree that, to the extent that such systems and processing are consistent with general banking practices, their use will constitute ordinary care and we may not be liable to you for forgeries or alterations not detected by such systems. You also agree that the exercise of ordinary care will not require detecting forgeries or alterations that could not be detected by a person observing reasonable commercial standards.

#### **Electronic Check Conversion and Similar Transactions**

An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation (Federal Regulation E). With these transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check or examine the signatures on the item. You agree that, to the extent that our processing of such items is consistent with general banking practices, their use will constitute ordinary care and we will not be liable to you for forgeries or alterations occurring with such transactions.

#### **COMPLIANCE**

You agree to comply with applicable laws and regulations. You agree not to use your Account or related services for any illegal transactions or activity, including those prohibited by the Bank Secrecy Act, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act, and the Unlawful Internet Gambling Enforcement Act.

You agree to indemnify us from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any United States or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any Account or funds in an Account of yours (or ours) when purportedly caused by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the United States or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the United States or foreign government entity prior to acceding to any legal process initiated by it.

Your agreement to comply with applicable laws and regulations includes United States economic sanction laws and regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States of America.

#### **LIMITS ON LIABILITIES**

The Bank shall not be liable for delays, errors or losses occurring as a result of causes beyond its control. The Bank shall not be liable for special, incidental or consequential damages.

#### **ADVERSE CLAIMS**

In the event of a dispute over access to or ownership of your Account, we may choose not to act until we receive a court order, indemnification acceptable to us, or a release acceptable to us and signed by all parties to the dispute. Unless prohibited by applicable law, we may deduct from your Account any costs and expenses, including reasonable attorney's fees, which we incur as a result of such a dispute. Any garnishment or levy against your Account is subject to our prior right of setoff (see "Setoff and Collection" section) and security interest.

#### **INDEMNITY**

If you ask the Bank to follow instructions that in the judgment of the Bank expose it to potential liability or that are contrary to law or prudent banking practices, the Bank may refuse to follow your instructions or may require adequate security, including but not limited to the execution of a Hold Harmless Agreement, to protect it from all losses and expenses incurred in following your instructions.

## **LEGAL PROCEEDINGS**

If your Account becomes involved in legal proceedings, your use of it may be restricted. We will, to the extent required and/or permitted by law, notify you in writing whenever such a restriction (such as an attachment) is placed on your Account.

We may hold and turn over funds or other property to the court or creditor as directed by the legal process, subject to our right of setoff (see "Setoff and Collection" section) and any security interest we have in the funds or other property. We may not pay interest on the funds during the period we hold them pursuant to legal process. If we hold or turn over funds, we may without any liability to you, return checks and other items unpaid and refuse to permit withdrawals from your Account. If the legal process applies to a time deposit account, we may charge the applicable early withdrawal penalty for funds taken from the time deposit.

Except as prohibited by applicable law, the Bank will charge your Account a fee for each legal process. You agree to pay our fees and any expenses incurred (including administrative expenses) in responding to any legal process related to your Account (except for an action you commence against us), such as expenses for research and copying documents. The fees and expenses may include attorney's fees. We may deduct these fees and expenses from any of your Accounts without prior notice to you.

We may produce documents held at or provide access to property that is located in any of our facilities or any facility operated by a third party on our behalf, even if the facility is not designated as the place to be searched in the legal process.

We have no liability to you if we accept and comply with the legal process as provided in this section or by law.

## **DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION**

This arbitration provision is optional. If you do not wish to accept it, you must follow the instructions in paragraph (10) below to reject arbitration. Unless you timely reject arbitration, this arbitration provision is binding on you and us.

(1) Claims Subject to Arbitration: Except as specified in paragraph (2) below, to the fullest extent permitted by applicable law, any dispute or claim between you and us must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, statute, common law, equity, or any legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising or disclosures for any of our products or services);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claims, that you or we elect to arbitrate in the answer or other responsive pleading;
- claims relating to the retention, protection, use, or transfer of information about you or any of your Accounts for any of our products or services;
- claims relating to communications with you, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages; and
- claims that may arise after the termination of this Agreement.

In this arbitration provision only, references to "we" and "us" mean the Bank and its past, present, and future parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as each of those entities' agents and employees. In this arbitration provision only, references to "you" mean the Account owners; all past, present, and future authorized or unauthorized users or beneficiaries of the Account; each of those persons' assignees, heirs, trustees, agents, or other representatives. This arbitration provision does not preclude you or us from bringing issues to the attention of Federal, State, or local regulatory agencies. Such regulatory agencies can, if the law allows, seek relief against you or us on the other's behalf.

Nor does this arbitration provision preclude either you or us from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. In addition, if either you or we did not elect arbitration of a claim asserted in a court of general jurisdiction in the answer or other responsive pleading because of a reasonable belief that applicable law barred enforcement of this arbitration provision, you and we agree that the party against whom the claim is asserted may elect arbitration within a reasonable time following a change in applicable law. You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.

(2) Claims Not Subject to Arbitration: You and we agree that the following disputes or claims cannot be arbitrated:

- claims arising from bodily injury or death;
- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- claims to collect or challenge debts owed pursuant to an extension of credit under a separate agreement or note (such as a separate loan agreement, promissory note, or bank card agreement), in which case the dispute over the debt shall be governed by the dispute-resolution procedures set forth in that separate agreement or note;
- disputes over the scope and enforceability of this arbitration provision or whether a dispute or claim can or must be brought in arbitration;
- disputes over whether paragraph (4) of this arbitration provision has been violated, for purposes of awarding relief that paragraph specifies that a court can award; and
- disputes over whether paragraphs (7)-(8) or (10)-(11) of this arbitration provision have been violated.

Excluded claims must be resolved by a court with jurisdiction.

(3) Pre-Arbitration Notice of Disputes and Informal Resolution: Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute (“Notice”). The Notice to us should be sent by U.S. mail or professional courier service to: Legal Department, 111 Wood Avenue South, Iselin New Jersey 08830 (“Notice Address”). The Notice to you will be sent to your address on file with your Account. The Notice must (a) include your name and Account number; (b) describe the nature and basis of the claim or dispute; (c) set forth the specific relief sought; and (d) be personally signed by you if you are the claimant (or by a Bank representative if we are the claimant). If you have retained an attorney, please be advised that we cannot disclose information about your Account to your attorney unless you have provided us with signed, written permission to do so. Accordingly, when submitting your Notice, please also provide signed written authorization for us to share your confidential Account records with your attorney if necessary in resolving your claim.

Whoever sends the Notice must give the other party 60 calendar days after receipt of a complete Notice to investigate the claim. During that 60-day period, either you or we may request an individualized discussion (by phone or videoconference) regarding informal resolution of the dispute (“Informal Settlement Conference”). You and we shall work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period, but should be within 14 calendar days of the request if feasible). You and our business representative must both personally participate, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate.

**Any applicable statute of limitations or contractual limitations period will be tolled** during the “Informal Resolution Period.” The Informal Resolution Period is the number of days between the date that the complete Notice is received and the later of (i) 60 calendar days later or (ii) the date the Informal Settlement Conference is completed, if timely requested.

(4) Commencing Arbitration: Any arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended, unless a court determines that the non-filing party failed to cooperate in good faith in scheduling the Informal Settlement Conference. (If your Notice is part of a mass arbitration, paragraph 11 below contains additional requirements for commencing arbitration.) A court will have authority to enforce this paragraph (4), including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept or administer such arbitrations nor assess or collect arbitration fees in connection with such arbitrations.

(5) Arbitration Procedure: The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable or unwilling to administer arbitrations consistent with this arbitration provision, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by writing to the Notice Address. As in court, you and we agree that any counsel representing someone in arbitration certifies that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under the Rule 11(b), the AAA Rules, or other applicable law against all appropriate represented parties and counsel. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers. Except as provided in paragraph (6) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney’s fees and costs) that a court could award under applicable law. Unless you and we agree otherwise, any arbitration hearings will take place in the county of your address on file with your Account. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or videoconference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with that requirement and the arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you \$1,000 in lieu of any smaller award. In determining whether you are entitled to the minimum \$1,000 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys’ fees or costs. Any disputes as to recovery of the \$1,000 minimum recovery shall be resolved by the arbitrator, and must be raised within 14 calendar days of the arbitrator’s ruling on the merits.

(6) Arbitration Fees: We will pay all AAA filing, case-management, administration, hearing, or arbitrator fees (“AAA Fees”) if we commence an arbitration. If you commence an arbitration of claims valued at \$75,000 or less, we will pay all AAA Fees, so long as you have fully complied with the Notice and Informal Settlement Conference requirements above in paragraph (3). In such cases, we will pay the filing fee directly to the AAA upon receiving a written request from you at the Notice Address or, if AAA requires you to pay the filing fee to commence arbitration, we will send that amount to AAA and request that AAA reimburse you. If, however, the arbitrator finds that either the substance of your claim or the relief you seek is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules.

(7) Requirement of Individual Arbitration: The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint Account owners pertaining to that Account), and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court after all other claims and requests for relief are arbitrated.

(8) Future Changes to Arbitration Provision: Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice within 30 calendar days of the change to the Notice Address provided above. By rejecting that future change, you are agreeing that you will arbitrate any dispute or claim between you and us in accordance with the language of this provision, as amended by any changes that you did not timely reject.

(9) Additional Procedures for Complex Disputes: If the actual damages sought by either you or us in an arbitration exceeds \$500,000 (not counting amounts sought for punitive, statutory, treble, or emotional harm damages or for attorney's fees or costs), then the following additional procedures apply. First, if you are a business customer, the AAA's Commercial Arbitration Rules rather than the Consumer Arbitration Rules shall apply and, unless you and we agree otherwise, the dispute shall be resolved by a three-arbitrator panel, with each party choosing one arbitrator from the AAA's roster and the two party-appointed arbitrators selecting a third, who shall preside over the panel. If you are a consumer customer, the same switch to the Commercial Arbitration Rules and a three-arbitrator panel shall apply if both you and we agree. Second, regardless of whether you are a business or consumer customer, either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 calendar days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires

(10) Right to Reject Arbitration Provision: If you do not wish to arbitrate, you have 30 calendar days to reject this arbitration provision by sending a rejection notice to the Notice Address above ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, Account number, and a statement that you are rejecting the arbitration provision in this Agreement; and (b) be received by us within 30 calendar days after the opening of your Account. If an arbitration provision has been added for the first time to the agreement for an existing Account, your Rejection Notice must be postmarked on or before the effective date of that amendment. If your Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this arbitration provision will not affect your other rights or responsibilities under this Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.

(11) Administration of Mass Arbitrations: If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether such cases are pursued simultaneously or not), all the cases must be resolved in staged proceedings.

You agree to this process even though it may delay the arbitration of your claim. In the first stage, each side shall select up to 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators, each of whom is (if feasible) from each claimant's home state. In the meantime, no other cases may be filed or proceed in arbitration, and the AAA shall not assess or demand payment of fees for the remaining cases or administer or accept them.

The arbitrators are encouraged to resolve the cases within 120 calendar days of appointment or as swiftly as possible afterward, consistent with fairness to the parties. After the first stage is completed, the parties shall engage in a single mediation of all remaining cases, and the Bank shall pay the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing up to 50 cases to be resolved individually by different arbitrators, followed by mediation.

If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in each stage. Second, the cases shall be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of counsel for the claimants.

Between stages, counsel shall meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with AAA regarding the amount or timing of AAA Fees.

If this paragraph applies to a Notice, the Informal Resolution Period for the claims and relief set forth in that Notice will be extended (including the tolling of any applicable statute of limitations or contractual limitations period for the claims and requested relief) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this paragraph, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of AAA fees.

This paragraph and each of its requirements are intended to be severable from the rest of this arbitration provision. If, after exhaustion of all appeals, a court decides that the staging process in this subsection is not enforceable, then the cases may be filed in arbitration and the payment of AAA filing, administration, case-management, hearing, and arbitrator fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

*(12) Military Lending Act:* If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

#### **FORUM SELECTION**

Unless you and we agree otherwise, to the greatest extent permitted by law, the state and federal courts in New Jersey shall have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of the arbitration provision or any of its parts. You and we consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis or any right to seek to transfer or change venue of any such action to another court.

#### **POWERS OF ATTORNEY/APPOINTMENT AND PAYMENT TO AGENTS**

You may decide to appoint someone to act for you as your agent or attorney-in-fact ("agent") under a power of attorney.

Please note that the form must be satisfactory to us in our sole discretion and unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that you grant to others.

Upon acceptance of a power of attorney form that we believe was executed by you, we will act on instructions we receive under that form without any liability to you. You agree to reimburse us for all claims, costs, losses and damages that we incur in accepting and acting on any power of attorney form that we believe you executed.

We may pay any funds deposited in your Account to your agent or upon the order of your agent. When we accept a power of attorney, we may continue to recognize the authority of your agent to act on your behalf without question until we receive written notice of revocation from you or notice of your death or incapacity and have had a reasonable time to act upon it. We will not be liable for action in accordance with the most current documentation if we have not received such notice.

We may require your agent to present the original form and refuse to act on a copy. In some cases, we may require that your agent confirms in an affidavit that the power of attorney has not been revoked or terminated or that you register the power of attorney with the appropriate recording authorities. We may restrict the types or amounts of transactions we permit your agent to conduct.

The authority of your agent to receive payments, transact on or otherwise make changes to your Account generally terminates with your death or incapacity, unless the document creating such agency provides, in accordance with applicable law, that the agent's authority continue in spite of your incapacity.

#### **ACCOUNT AND OTHER RECORDS**

We may in our discretion retain records in any form, including paper, film, fiche, digitalized or other electronic medium. If we are not able to produce the original or a copy of your signature card or any other document relating to your Account or service, our records (including our electronic records) will be deemed conclusive. If there is a discrepancy between your records and our records, our records will be deemed conclusive.

#### **AMENDMENTS**

The Bank reserves the right to modify the contract terms in this Agreement and the signature card or other account documents (as applicable) at any time. Changes may include deletion or modification of an existing term or fee or the addition of a new term or fee not otherwise contemplated when you entered into this Agreement or opened the Account. The Bank may also change the interest rate on variable rate accounts, the (1) service, (2) balance requirement, (3) maintenance, and (4) other fees associated with your Account, as well as branch banking hours from time-to-time. When the Bank posts a notice of the change in the lobby of its branches or when the Bank delivers (i.e., mails, e-mails, or otherwise transmits electronically) to you a written notice in accordance with applicable laws and regulations, each of the changes will be binding upon you and the Account. Any change will take effect immediately unless stated otherwise in the notice of the change(s). If you wish to reject the change(s), before the effective date of the change(s), you must communicate your rejection in writing to the Bank and close your Account. There is no penalty or fee for closing an account in order to reject a change in terms. Continued use of your Account or Bank services after the effective date of the change(s) constitutes your acceptance of the change(s).

#### **CONTINUING EFFECT**

If any of the terms and conditions of this Agreement are determined by a governmental authority or court of law to be ineffective, the rest will continue to be in effect.



**BUSINESS DAY**

Every day is a business day except Saturdays, Sundays and Federal holidays. If you make a deposit before 3:00 PM ET, or such later time that may be posted in each branch, on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after these cut-off times, on a Saturday, or on a day that we are not open, we will conclude that the deposit was made on the next business day we are open. Deposits of electronic items/images made through Provident Bank's Mobile Banking Services – Mobile Check Deposit must be accepted for processing before the day of deposit is determined.

**BANKING HOURS**

The Bank will be open for business during hours that are determined by us. Banking hours are posted at each branch and can be obtained by calling us at 800.448.7768 or via the Internet at Provident.Bank.

PV-1626 (4/17/23)

Account Features	Savings Accounts		Checking and Money Market Accounts					Relationship Accounts <sup>1</sup>			
	Statement Savings	Young Savers <sup>2</sup> Statement Savings	Provident Basic Checking	Provident \$mart Checking <sup>SM</sup>	Provident Ca\$h Back Checking <sup>SM</sup>	Provident Senior Checking <sup>3</sup>	Money Market (Standard)	Provident Platinum Checking <sup>SM</sup>	Provident Platinum Money Manager	Provident Prestige Checking	Provident Prestige Money Market
Minimum Opening Deposit	\$50.00	\$1.00	\$50.00	\$50.00	\$25.00	\$50.00	\$1,000.00	\$50.00	\$50.00	\$50.00	\$15,000.00
Minimum Balance to Avoid Penalty Fee	\$250.00	-	-	-	-	-	\$1,000.00	\$10,000.00	-	-	\$1,000.00
Minimum Balance Penalty Fee <sup>4</sup>	\$3.00	-	-	-	-	-	\$10.00	\$25.00 <sup>5</sup>	-	-	\$10.00
Monthly Service Fee	-	-	-	-	-	-	-	-	-	-	-
Monthly Check Limit	-	-	Six (checks)	-	-	-	Three <sup>6</sup> (checks)	-	-	-	-
Check Writing Fee (in excess of Monthly Check Limit)	-	-	\$0.50	-	-	-	\$10.00	-	-	-	-
No Interest Paid on Daily Balances Less Than: <sup>7</sup>	\$50.00	Paid on all balances	-	Paid on all balances	-	-	\$50.00	\$50.00	\$5,000.00	-	Paid on all balances
Service Charge for Early Account Closure <sup>8</sup>	\$15.00	-	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
ATM Withdrawal at Non-Provident ATMs	-	-	-	-. <sup>9</sup>	-. <sup>9</sup>	-	-	-. <sup>10</sup>	-	-. <sup>10</sup>	-
Transaction Penalty Fee	-	-	-	-	-	-	-	-	-	\$25.00 <sup>11</sup>	-

**NOTES**

1. Related accounts may include any Provident checking, savings, Individual Retirement Accounts, certificates of deposit, consumer mortgage loan and home equity, personal, or overdraft loan/line of credit accounts. Provident Platinum MoneyManager<sup>SM</sup> account must be linked to a Provident Platinum Checking<sup>SM</sup> account. Provident Prestige Checking must be linked to a Provident Prestige Money Market account.
2. Account owner must be less than 18 years of age to open and maintain this account. Interest rate and APY vary dependent upon type of account opened.
3. At least one account holder must be 62 years of age or older at account opening and throughout its lifecycle to maintain this account.
4. A balance penalty fee will be charged for average daily balances below stated minimum.
5. For each statement period that the combined principal balances of this account and all other related deposit and loan/line of credit accounts is less than the amount stated, this minimum balance penalty fee will be charged to this account.
6. The minimum amount for checks written on this account is \$500.00.
7. Except as noted interest is not accrued/paid on any day when the daily balance falls below the stated amount.
8. Applies to accounts closed within six (6) months of account opening.
9. ATM fees/surcharges assessed by ATM service providers other than Provident Bank will be refunded when periodic qualification requirements are met; limits may apply—see account disclosure for full details.
10. ATM fees/surcharges assessed by ATM service providers other than Provident Bank will be refunded at the end of each statement period.
11. Process a minimum of one (1) direct deposit and process a minimum one (1) automatic debit which posts and clears your account within each statement period to avoid \$25.00 fee.

**COMPUTATIONS**

**The Balance on Which We Calculate Interest:**

We use the daily balance method to calculate the interest on all interest-bearing accounts. This method applies a daily periodic rate to the balance in the account each day.

**Balance Requirement and Service Charges:**

Computations for minimum balances and service charges are based on: (1) the average daily balance method for the period when calculating requirements concerning checking and savings accounts. The average daily balance is calculated by adding the full amount of

principal in the account for each day of the period and dividing that figure by the number of days in the period; and (2) for the Provident Platinum Checking account only, these balance calculations include the current principal balance in the related certificate of deposit, Individual Retirement Account, mortgage loan, home equity loan or line of credit, personal loan or line of credit, and/or overdraft line of credit on the day that the calculation is made.

See reverse side for more details.

**SERVICE FEES**

Account Balance Verification	\$20.00
Account Reconciliation/Research (per hour)	\$25.00
ATM/Debit Card Research (per hour)	\$25.00
Backup Withholding Setup	\$25.00
Checks Returned That Were Cashed or Deposited	\$15.00
Collection of U.S. Savings Bonds	\$45.00
Consular Letter	\$25.00
Copy of 1099 and Other Tax Documents	\$10.00
Copy of Deposit/Withdrawal Ticket or Deposited Item	\$10.00
Copy of Paid Check (front and back)	\$15.00
Copy of Periodic Account Statement	\$15.00
Counter Check (4 checks)	\$5.00
Domestic Collection	\$15.00
Dormant Accounts (no activity for 3 or more years; per month)	\$5.00
Excessive Preauthorized Withdrawals or Transfers (Money Market and Statement Savings Accounts; per check)	\$15.00
Foreign Collection (correspondent bank charges not included)	\$35.00
IRA/Keogh/SEP Transfer or Termination Processing (each plan, each occurrence)	\$50.00
International ATM/Debit Card - % of transaction amount on ATM withdrawals and debit card purchases	3%
Legal Processes:	
Civil Subpoena	\$100.00
Levies	\$150.00
Medallion Signature Guarantee	\$10.00
Official Checks:	
Payable to Others	\$10.00
On Us Checks Cashed for Non-Customers (checks over \$50.00 to \$1,000.00)	\$10.00
Overdraft Fee(s) for Checks and Automatic Debits Paid When Available Funds are Less Than Amount of Item(s)	\$35.00
Overdraft Protection - Automatic Sweep from Linked Account (per transfer)	No Charge
Stop-Payment Orders (ACH, EFT, check)	\$35.00
Stop-Payment Orders Processed Via ProvidentConnect Online Banking (check)	\$25.00
Re-deposit Returned Item	\$5.00
Replacement of Lost or Stolen ATM/Debit Card	\$5.00
Returned Statement	\$10.00

**ONLINE BILL PAYMENT**

All Personal Checking Customers	FREE
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**WIRE TRANSFER**

Domestic:	
Incoming	\$15.00
Outgoing	\$30.00
International:	
Incoming	\$15.00

**SAFE DEPOSIT BOX RENTAL (plus applicable Sales Tax)**

Contact your local branch for box type and availability:

Box Type:	Box Type:
Type A .....\$30.00	Type E..... \$70.00
Type B .....\$35.00	Type F ..... \$100.00
Type C .....\$45.00	Type G ..... \$175.00
Type D .....\$60.00	Type H..... \$250.00
Drilling	\$250.00
Key Replacement (per key)	\$25.00
Late Payment (10 days grace period)	\$10.00

**OTHER FEES**

Check Orders	Catalog Price <sup>A</sup>
<sup>A</sup> Basic-Style Checks for Provident Platinum Checking, Provident Senior Checking and Provident Prestige Checking Customers	FREE
Paper Statement in lieu of Electronic Statement (consumer request - available on select products only)	\$2.00
Coin Machine Counting <sup>B</sup>	10% of coin total
<sup>B</sup> Fee waived for customers who currently have a Provident Bank account and have a coin transaction less than or equal to \$500	

**PROVIDENT DEBIT MASTERCARD<sup>®</sup> AND  
AUTOMATED TELLER MACHINE (ATM) CARDS**

No fee is assessed for transactions processed at a Provident-owned ATM using a Provident Debit Mastercard or Provident ATM Card. For selected account types (see "Account Features" chart), withdrawal transactions processed at non Provident-owned ATMs will result in a fee charged by Provident and/or other ATM service provider(s).

Please refer to the "Service Fees" section for a complete listing of debit and ATM card fees charged by Provident Bank.

**Daily Transaction Limits:**

The following table sets forth daily transaction limitations ("Daily Limits") that apply when using your Provident Debit Mastercard or Provident ATM Card:

DAILY LIMITS	Type of Card	
	PROVIDENT ATM CARD <sup>C</sup>	PROVIDENT DEBIT MASTERCARD
Total Number of Cash Withdrawals	Unlimited	Unlimited
Total Amount of Cash Withdrawn	\$500	\$600
Total Amount of Purchases	\$500 <sup>D</sup>	\$2,500
Total Cash Withdrawn and Purchases	\$1,000	\$3,100

<sup>C</sup>ATM cards are limited to existing cardholders only

<sup>D</sup>Restricted to point-of-sale transactions using cardholder's PIN

**NOTE:** Not all fees apply to all Provident accounts. Refer to your account disclosure. If your existing account is not shown in the "Account Features" chart, contact your branch for limitations and current fee information.

# CONSUMER DEPOSIT ACCOUNTS - TRANSACTION PROCESSING ORDER

This Processing Order statement and workflow applies to those depository accounts opened and used for personal, family, or household purposes. To assist you in managing your checking account, it is important that you understand the processing order and sequence in which checks, point of sale (debit card) transactions, electronic items and other debits are to be paid from your account to avoid costly fees such as overdraft charges from being assessed against your account and/or your account being closed by the Provident Bank. When your account is less than the amount needed to cover all transactions presented for payment, your account may become overdrawn, which may result in an overdraft fee being charged.

## PROCESSING ORDER

This section generally describes how Provident Bank (“the Bank”, “we”, “us” or “our”) processes transactions presented for payment from your account. Please note that exceptions may apply and that this process may change from time-to-time, without prior notice to you. Our processing order depends on a number of factors, including when a transaction occurs, whether it has already been authorized/approved in advance by us or represents final payment, the order in which it is presented, the amount of the transaction, and the type of transaction in question, among other variables.

The two basic types of transactions for your account are: (1) credits (deposits) to your account, and (2) debits (withdrawals or payments) from your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time.

We process items at the end of a business day, as defined in our Personal Deposit Accounts – Terms and Conditions Agreement, pursuant to the practices described herein. We process credits and debits and pay items being presented for final settlement (final payment) in the following order (some exceptions may apply):

Processing Order	Transaction Description	Processing Activity
1	All Deposits	Credited to your account on the business day of the deposit
2	Account Close-Out Transactions	Conducted upon account holder’s request
	Overdraft Fees from the Previous Day	Processed to the account after nightly processing
3	Wire Transfers	Posted to account in order conducted/requested
3/4	Withdrawals Conducted in Person at a Branch Location	Conducted upon account holder’s request
4	Debit Transactions Processed by Us	Posted to account throughout the business day reducing available balance
	Returned Deposited Payments	Posted to account throughout the business day reducing available balance
	Internal Account to Account Transfers	Posted to account throughout the business day reducing available balance of the “transfer from” account and increasing available balance of the “transfer to” account in order conducted
	Online Banking Transfers	Posted to account throughout the business day reducing available balance of the “transfer from” account and increasing available balance of the “transfer to” account in order conducted
	Bill Pay Transactions	Posted in order conducted – see Online Banking agreement for additional details

Processing Order	Transaction Description	Processing Activity
5	ATM Withdrawals	Posted to account in low to high transaction amount order reducing available balance
	PIN-based Debit Card Transactions	Posted to account in low to high transaction amount order reducing available balance
	Signature-based Debit Card Transactions	Posted to account in low to high transaction amount order reducing available balance
	Pre-authorized Point of Sale Debit Transactions	Posted to account in low to high transaction amount order reducing available balance
6	Pre-authorized ACH Debit Transactions	Posted to account in low to high transaction amount order reducing available balance
	Other Electronic/ACH Debit Transactions	Posted to account in low to high transaction amount order reducing available balance
7	Non-Provident ATM Fees	Posted to account following associated transaction reducing available balance
	Unpaid Returned Item Fees from the Previous Day	Posted to account following associated transaction reducing available balance
	All Remaining Account Fees and Service Charges	Posted to account after transactions referenced above are processed and not already assessed reducing available balance
8	Paper-based Checks or Drafts	in check/draft number order on the day presented for final payment
9	Interest Earned and Cash Back	Credited to your account on the last business day of your periodic statement after all other transactions for the day are processed

\*Zelle® Transactions: If you have linked Zelle® to your account, the transaction will process as an Other Electronic Transaction in the order outlined above.

**Please note that transactions are processed in the order described above. This means that transactions may not always be processed in the order that you initiate the transactions or in the order that we receive them. We cannot control how long a merchant takes to present a transaction for final payment or settlement, or the transaction type the merchant presents for final payment or settlement.**

#### ACCOUNT BALANCE

Your account will reflect two types of balances: the Current Balance and the Available Balance.” It is important to understand the difference between these balance types and how they impact your account activity.

Your Current Balance, sometimes referred to as “ledger balance,” is determined at the end of each business day and is the full amount of all credits and debits that have been processed and posted to your account pursuant to this statement/workflow. Your Current Balance will include, for example, funds not yet available to you because of a hold on a deposit as described in our Funds Availability Policy. Your Current Balance does not include any pending items that have not yet posted to your account, inclusive of both debits and credits, and excludes any preauthorized commitments to pay merchants or others. Your periodic account statements, whether sent to you via U.S. Postal Service or provided to online via ProvidentConnect Online Banking and Mobile Banking services will reflect the Current Balance.

Current Balance Example 1: If you have \$100 in your account and you just wrote a check for \$70, then your Current Balance is still \$100 until your \$70 check is presented to us for payment provided that no other transactions are conducted and/or presented to us for payment in the interim.

Current Balance Example 2: Assume you have \$100 in your account and you make a debit card purchase for \$75. Although we may have electronically authorized the transaction as per, the merchant’s request at the time of your purchase, your Current Balance remains \$100 until the debit card purchase is presented to us for settlement by the merchant.

Your available balance reflects the current balance in your account plus transactions conducted during the day of which we are informed prior to our processing and/or final settlement. The Available Balance is calculated by subtracting any holds placed on the availability of funds as described in our Funds Availability Policy, including for pending transactions we know about and/or we have authorized, and adding deposits and provisional credits. The Available Balance includes deposits you have made after the designated cut-off time for a particular business day and, while the funds are immediately available to authorize ATM or one-time debit card transactions, they may not be available to pay checks or other items presented to us for payment on the same business day.

When you access our ProvidentConnect Online Banking and Mobile Banking services, these systems will inform you of your Available Balance and Current Balance at the time of log-in. It should be noted that overnight processing typically occurs between 9:00 PM ET and 5:00 AM ET on a business day and that online and mobile banking balances may not be updated during this time. You should check your balances outside of this time for the most current information.

**Available Balance Example 1:** Assume you have a \$40 Current Balance and a \$60 pre-authorized debit for your gym membership is presented for payment by the merchant. Your mobile and online account balances will show this merchant's transaction as pending for payment and will reveal that your then Available Balance will be reduced to a negative \$20, but your Current Balance for that day will remain unchanged. You can bring your Available Balance to an amount equal to or greater than \$0 and avoid the imposition of an Overdraft Fee if you make a deposit of at least \$20 to your account prior to settlement of the pre-authorized debit for the gym membership payment.

**Available Balance Example 2:** Assume you have a \$50 Current Balance. After close of business, you then deposit \$100 cash into a Provident ATM. Your Available Balance will be \$150. However, your Current Balance will remain at \$50, because you deposited the cash into an ATM after our 3:00 PM ET cut off time.

IT IS IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE AND CURRENT BALANCE APPEAR TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION. Your Available Balance may not reflect all your outstanding checks, bill payments that you have authorized, or other outstanding transactions that have not been finally paid from your account. For example, in Current Balance Example 1 above, the outstanding check will not be reflected in either your Current Balance or Available Balance until it is presented for final payment and paid from your account. In addition, your Available Balance may not reflect all your pending debit card transactions or ATM withdrawals. For example, in Debit Card Transaction Example 2 below, if the merchant obtains initial authorization for the \$50 debit card transaction but does not submit the transaction for final payment within three (3) business days after initial authorization, we may increase your Available Balance by the previously authorized amount. This means that your Available Balance will not reflect the pending transaction unless and until the transaction is presented for final payment and is paid from your account. Even though your Available Balance has increased and is no longer reduced by the pending transaction, your obligation to pay the merchant still applies, and when the merchant presents the transaction for final payment, your Available Balance and Current Balance will be reduced. PLEASE NOTE: Regardless of whether a transaction remains pending or whether the transaction is reflected in your Available Balance, all transactions are processed and paid in accordance with this Processing Order statement/workflow as described above and may overdraw your account and incur an Overdraft Fee or unpaid Returned Item Fee if you do not have sufficient funds when the transaction is presented for final payment and paid or returned by us.

**The best way to know how much money you have and avoid paying Overdraft Fees and unpaid Returned Item Fees is to record and track all your transactions closely.** Therefore, we encourage you to keep accurate records and practice good account management. This will help you to avoid creating overdrafts or NSF items and potentially incurring the resulting fees and charges.

**Point of Sale Debit Card Transactions.** When you use your debit card to withdraw funds from your account at an ATM or to conduct a debit card transaction, the withdrawal or transaction is authorized based on your Available Balance. Upon the authorization of the debit card transaction, your Available Balance is reduced by the amount authorized, but your Current Balance is not affected at that moment. A delay may occur between the time a debit card transaction is authorized (the time when you used your debit card at a store, for example) and the time when the debit card transaction is ultimately settled and paid from your account. Settlement delays are common and may be caused by several factors, including, but not limited to, a merchant's delay in submitting a debit card transaction to us, or if a transaction is authorized on a non-business day or after close of business. If we use your Overdraft Privilege limit to pay any item that otherwise would overdraw your account or to authorize an ATM or debit card transaction, this may result in an Overdraft Fee.

**Overdraft determinations are made at the time of final payment and settlement, not at the time a transaction is authorized.**

For the sake of clarity, at all times, you are responsible for ensuring that your account(s) has a sufficient Available Balance to pay all your transactions, withdrawals, and debit items (including debit card transactions) when they are presented to us for final payment and settlement. In the event your account's Available Balance when a debit card transaction, which was previously authorized, is presented to us for final payment and settlement, we will remit final payment to the merchant and not charge an Overdraft Fee for this transaction. However, other items that are presented for payment on the same business day may overdraw your account and you may be charged one or more Overdraft Fees if we, at our discretion, choose to honor the payment request(s). The number and total Overdraft Fees is dependent on several factors, including the type of item presented, the amount of the resultant overdraft balance, the number of items presented on that business day that were not previously authorized by us, if your account is enrolled in an Overdraft Protection service we offer from time-to-time, etc.

POS Debit Card Transaction Example 1: Assume you begin the business day with a \$20 Current Balance and a \$20 Available Balance, and you do not have one of our overdraft protection services as discussed below. If you try to use your debit card to make a \$90 purchase at a merchant's store (a "POS"), the merchant's attempt to obtain authorization for that POS transaction will be declined. Your Current Balance and Available Balance will remain unchanged, and you will not be assessed an Overdraft Fee or unpaid Returned Item Fee.

POS Debit Card Transaction Example 2: Assume you begin the business day with an \$80 Current Balance and an \$80 Available Balance. Also assume you conduct a debit card transaction at a merchant's store (a "POS") for \$50 during the morning hours, which is authorized and consequently reduces your Available Balance to \$30. (Your Current Balance is still \$80.) During the afternoon, you go to an ATM owned/operated by Provident to withdraw \$80. Unless you have our ODP service and have opted in for coverage of your ATM and one-time point of sale (POS) transactions, your attempt to withdraw the \$80 will be declined because you will not have a sufficient Available Balance. However, if you do have our ODP service and have opted in, then (1) your ATM transaction will be completed; (2) your Available Balance will be reduced; and (3) if the Bank receives the POS transaction that same day for final payment and settlement, then that night, during processing, the ATM withdrawal would post first under this statement/workflow and before the POS debit card transaction and, because your POS transaction was previously authorized by us, your Current Balance is now negative \$50, you consequently would be assessed an Overdraft Fee for the ATM withdrawal transaction.

POS Debit Card Transaction Example 3: Assume you begin the business day ("business day 1") with a \$50 Current Balance and a \$50 Available Balance. Also assume you conduct a one-time debit card transaction at a merchant's store (a "POS" transaction) for \$40 during the morning hours, which is authorized and consequently reduces your Available Balance to \$10. (Your Current Balance is still \$50.) During the afternoon, you go to another merchant's store and conduct a different one-time debit card POS transaction for \$20. Unless you have our ODP service and have opted in for coverage of your one-time debit card POS transactions, your attempt to make the \$20 purchase will be declined because you will not have a sufficient Available Balance. However, if you do have our ODP service and have opted in, then your one-time debit card POS transaction will be authorized, and your Available Balance will be reduced to negative \$10. Assume that the next day ("business day 2") your \$20 one-time debit card POS transaction is presented to the Bank for final payment and settlement. That night, during processing, the \$20 one-time debit card POS transaction would post under this Processing Order statement/workflow. Although your Available Balance is negative \$10, your Current Balance is now \$30. The following day ("business day 3") the Bank will refer to your Current Balance, and because your Current Balance plus your available ODP service limit is sufficient to pay and settle the transaction, the Bank will honor that final payment request and not charge an Overdraft Fee that otherwise would be assessed. Later that day, your \$40 one-time debit card POS transaction is presented to the Bank for final payment and settlement. That night, during processing, the \$40 one-time debit card POS transaction would post under this Processing Order statement/workflow, and because this transaction was previously authorized, the final payment request would be honored but an Overdraft Fee would not be charged for the \$40 one-time debit card POS transaction.

As part of our overdraft practices and our ODP service, we will not authorize ATM withdrawals or one-time debit card transactions unless you have a sufficient Available Balance at the time the ATM withdrawal or one-time debit card transaction is initially authorized, or you specifically opted in to our ODP service and have opted in for coverage of your ATM and one-time point of sale (POS) transactions. If you are in our ODP service and have opted in for coverage of your ATM and one-time point of sale (POS) transactions, we will authorize ATM withdrawals and one-time debit card transactions against your Available Balance plus your available ODP service limit. We may also consider other overdraft protection programs, including another deposit account held at Provident or an overdraft line of credit, up to your limits in these programs.

We will not charge a fee if a transaction resulted in your account being overdrawn by \$50 or less or if the transaction causing the overdraft is less than \$50. We will not charge a fee if your account is overdrawn by the assessment of a bank fee. We limit unpaid Returned Item Fees and Overdraft Fees to a maximum of three (3) such charges, in the aggregate, per business day per account.

### **MAINTAINING A POSITIVE BALANCE**

You agree not to overdraw your account. You agree to monitor your account balance(s) to ensure an overdraft does not occur. It is your responsibility to maintain an account with sufficient Available Balance to pay presented items and transactions. If your account lacks a sufficient Available Balance after processing to pay a check and/or preauthorized debit activity (not otherwise a preauthorized one-time debit card transaction) presented for payment, we may (1) return the item unpaid or (2) pay the item, at our discretion. If an item drafted by you (such as a check) or a debit transaction or entry you create is presented for payment in an amount that draws on a deposited item for which we have not yet received final payment or settlement or for which a hold is in place as per our Funds Availability Policy and thereby drawing on unavailable funds, and we decide not to pay the item or transaction, you agree that we can charge you an unpaid Returned Item Fee, in an amount based on our then current fee schedule.

### **OVERDRAFT PROTECTION OPTIONS**

Overdrafts may be covered by our standard overdraft practices available with your account, including our Overdraft Privilege (ODP) service, a link to another deposit account held at Provident Bank or an overdraft line of credit. ODP is our discretionary overdraft program, not a right or obligation to you, where we may approve your reasonable overdrafts including any applicable fees.

At our discretion we may pay and permit transactions when you do not have a sufficient Available Balance after processing. Overdraft Fees and unpaid Returned Item Fees will reduce the availability of your ODP and your account's Available and Current Balance. In accordance with regulatory expectations, our practices differ for ATM and one-time debit card transactions, such as groceries, gasoline or dining out, and recurring debit card transactions, such as a gym membership. In the event your account is overdrawn, our overdraft protection options are as follows:

No Coverage: You have either elected not to link another deposit account held at Provident Bank, hold a line of credit, participate in our ODP service or your product is not eligible for participation in our ODP service. In these scenarios, the Overdraft Fee and/or the unpaid Returned Item Fee may still apply to your account. If we pay an item when you do not have enough money in your account, an Overdraft Fee(s) may be assessed. If we return all returnable items presented for payment, we may charge an unpaid Returned Item Fee for each item returned and for each presentation of an item that we previously returned unpaid.

Link to Another Provident Account: You can minimize risk of overdrafts by choosing to link your checking account to another qualifying deposit account held with us, such that funds are automatically transferred by us in the event of an overdraft situation. If a transfer occurs, the amount necessary to prevent the overdraft is transferred from the linked account to your checking account. Transfers between your accounts are made in the exact amount needed to cover the overdraft transaction. This service may be used in addition to a line of credit or participation in our ODP service and requires a separate agreement between you and us.



Line of Credit: A consumer Overdraft Checking line of credit may be linked to your account to avoid an overdraft or non-sufficient funds situation from occurring. Available credit may automatically be transferred to your account once it is in overdraft status. The amount of the transfer from your credit line may be in the exact overdraft amount or rounded to the amount that you have requested be transferred in accordance with the terms of your line of credit. This service may be used in addition to our ODP service, with or without coverage for ATM and one-time debit card POS transactions. Transfers made using this service will increase your outstanding loan balance at the time of transfer and may affect your minimum payment. The amount transferred is subject to your specific loan's current terms. This service requires a separate agreement between you and us.

Overdraft Privilege (ODP) service without Opt-In selected: Your account is in our ODP service, but you do not want to authorize ATM or one-time debit card transactions using your ODP limit. At our discretion, all other items may be paid using your ODP limit. You may change your ODP opt-in/opt-out decision at any time by calling us as described in the QUESTIONS section below.

Overdraft Privilege (ODP) service with Opt-In selected: Your account is in our ODP service and you have separately provided your affirmative consent to authorize ATM and one-time debit card transactions using your ODP limit. At our discretion, all items presented for payment or final settlement may be paid using your ODP limit. You may change your ODP opt-in/opt-out decision at any time by calling us as described in the QUESTIONS section below.

#### **WHEN YOU MAY INCUR A FEE**

Generally, under the ODP service, our practice is to pay those items up to the available overdraft limit associated with your account(s). We are under no obligation to do so. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received by us and processed can affect the total amount of overdraft fees assessed. If we pay an item(s) using your ODP service limit that results in a negative Current Balance of less than \$50 or if the transaction causing the overdraft results in an overdraft of \$50 or less, we will not assess an Overdraft Fee. We will charge you up to a maximum of 3 Overdraft Fees per business day per transaction that results in a negative Current Balance greater than \$50. All assessed fees will be in accordance with our then current fee schedule.

#### **QUESTIONS**

If you have questions regarding this Processing Order statement/workflow, our Overdraft Privilege service, your Overdraft Privilege limit, our Overdraft Programs in general, or if you want to change your ODP service opt-in decision, you may call us toll free at 800.448.7768.

# CONSUMER OVERDRAFT PRIVILEGE<sup>sm</sup> SERVICES

## INTRODUCTION

At Provident Bank we encourage you to manage both your checking account and your personal finances in a responsible manner. We also understand that there are times when the unexpected occurs or unforeseen problems leave you short of cash in your checking account. These situations can cause an account to become overdrawn, a check to be returned unpaid due to insufficient funds, or an ATM or debit card point-of-sale (POS) transaction to be denied, all of which can be an awkward and costly experience. While we certainly do not encourage you to conduct transactions for more than the amount of money available in your account, we do want to help you avoid the embarrassment, as well as additional merchant fees and other negative experiences, that might result if a check or electronic payment request is returned unpaid or an ATM or debit card POS transaction (an electronic fund transfer) is denied.

That's why we extend Overdraft Privilege<sup>sm</sup> service to our valued checking customers. Overdraft Privilege (ODP) provides for the discretionary payment by Provident Bank of overdrafts on your eligible account. The amount of overdraft coverage available through our ODP service is based on your specific account activity and is subject to change periodically. Upon the payment of a check or honoring of an electronic fund transfer request, an ATM withdrawal, or a point-of-sale/debit card purchase where the actual funds on deposit are less than each check, transfer, withdrawal or transaction amount, the Bank will charge its standard overdraft fee (please refer to Provident Bank's Personal Accounts and Service Fees for the exact overdraft fee amount).<sup>1</sup>

We believe that Overdraft Privilege complements our checking products and gives our checking customers a value-added convenience.

Please read the information contained under "Frequently Asked Questions" and the enclosed Overdraft Privilege Policy to learn more about how Overdraft Privilege works!

<sup>1</sup> Provident Bank will not authorize the payment of overdrafts caused by ATM withdrawals/transfers and one-time debit card transactions unless you specifically authorize us to do so by opting into Overdraft Privilege for these transactions. To opt-in to Overdraft Privilege for these transactions (and any other transactions) simply familiarize yourself with the information in this brochure, read the disclosure contained within this section, and contact your branch or our Customer CareCenter at 800.448.7768 to opt-in.

## FREQUENTLY ASKED QUESTIONS

### *1. How does Overdraft Privilege (ODP) work?*

As long as you maintain your account in good standing (primarily defined as an account that maintains a positive balance at least once every thirty (30) days - see the enclosed Overdraft Privilege Policy for further details), we may honor overdrafts up to the amount available to cover overdrafts on your account. You should be aware that the amount of the overdraft plus our standard overdraft fee for each item paid (whether paid on the same day or different days) will be deducted from your checking account balance. While getting started with our Overdraft Privilege to cover overdrafts resulting from a check, electronic payments and automatic bill payments such as those conducted using ProvidentConnect Online Banking and Bill Payment requires no action on your part. You must opt-in to Overdraft Privilege in order for it to potentially cover overdrafts resulting from ATM withdrawals/transfers and one-time debit card transactions.

*2. What does Overdraft Privilege cost?*

No additional costs are associated with ODP. However, as stated previously, you should keep in mind that **you will be charged our standard overdraft fee for each item paid** using the Overdraft Privilege service.

*3. How does Overdraft Privilege differ from other overdraft protection plans?*

Unlike traditional overdraft lines of credit, ODP:

- is not a loan and does not involve the charging of interest on the amount used to cover your overdraft;
- does not involve the submission of an application and an evaluation of your credit history to determine your ability to repay any overdrafts;
- does not guarantee that the Bank will pay any item overdrawn your account;
- requires the payment of the Bank's standard overdraft fee for each item that is actually paid even though sufficient funds to cover the item amount were not available in your account.

Instead, ODP is a discretionary service that simply expedites the traditional manual overdraft review and approval process.

To discuss this product and other services available for overdraft protection or apply for a traditional overdraft line of credit, please call our Customer Care Center at 800.448.7768 or visit any Provident branch office.

*4. What are the minimum and maximum overdraft coverage amounts available under the ODP service?*

The minimum and maximum overdraft coverage amounts are \$0 and \$1,500, respectively.

*5. Will I have access to the ODP service when I open an account?*

Presuming that you have not entirely opted out of ODP, Overdraft Privilege will be automatically available to pay inadvertent overdrafts on **eligible** new checking accounts thirty (30) days after the account is opened. On the 31st day after account opening and thereafter, the amount available to cover your inadvertent overdrafts will be reflective of our system analysis of your account activity over the prior thirty (30) days, including but not limited to:

- number and dollar total of deposits made and the regularity of these deposits;
- if your account was overdrawn during this period, the amount of time that elapsed before the account was brought to a positive balance; and
- other factors that we in our sole discretion deem relevant

*6. Will the Bank use my ODP to pay items when I have a sufficient balance in my account?*

No. The Bank will pay your items using available funds in the following order:

- your own funds on deposit in your account;
- your sweep account arrangement, if applicable;
- your Overdraft Checking credit line, if applicable;
- at our discretion, your available/remaining ODP coverage amount provided that the applicable overdraft protection service has a sufficient balance/credit line, available to cover the total of each day's items plus any associated service and/or overdraft fees.

However, please note that the items will be paid against your account in the processing order described in the Deposit Accounts Transaction Processing Order statement and workflow provided to you at account opening and/or is available at [provident.bank/consumer-deposit-terms-and-conditions](http://provident.bank/consumer-deposit-terms-and-conditions). Please Note: This processing order may differ (and often does) from the order that you conducted the transactions.

*7. What are some of the ways ODP coverage may be accessed?*

Generally, funds from your ODP limit may be accessed through:

- checks cashed and other items processed at teller windows;
- checks you write that are payable to third parties;
- debit card point-of-sale transactions (provided that you have opted in to Overdraft Privilege for these transactions);
- and
- ATM transactions (provided that you have opted in to Overdraft Privilege for these transactions).

**However, we strongly advise you to use ODP to cover inadvertent overdrafts and remind you that our standard overdraft fee will be charged for each transaction that results in use of ODP.**

*8. How do I know when I've used ODP?*

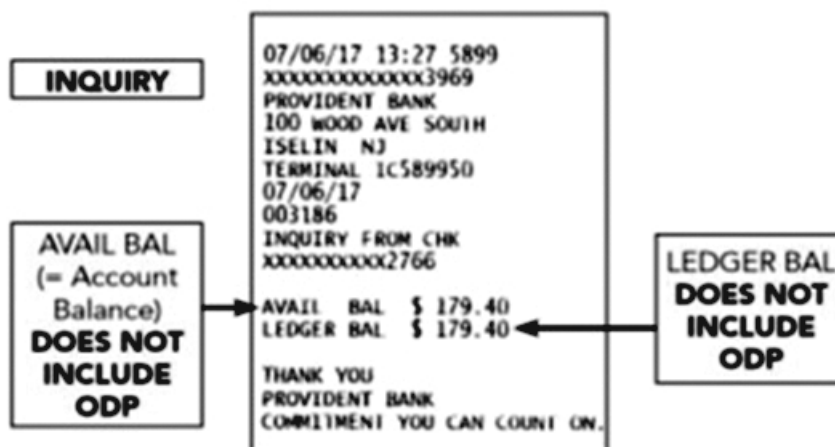
As with all overdrafts, we will notify you by mail and/or email when a payment request is honored and an overdraft occurs along with information as to the associated overdraft fee amount. No interest will be charged on the overdraft balance created as a result of your use of ODP. You should make sure that each specific item amount paid as well as the associated overdraft fees are subtracted from your checkbook register.

In addition, as prescribed by federal regulatory guidelines, you will receive an additional notice (in the form of a separate notice or a message on your periodic statement) when an overdraft is paid using ODP and an overdraft fee is assessed on more than 6 occasions in a rolling twelve-month period. The purpose of this notice is to (a) draw your attention to the frequent use of Overdraft Privilege, (b) to reaffirm your awareness of other overdraft protection services offered by the Bank such as a linked savings account or an overdraft line of credit and to provide the opportunity to choose one of these services, and (c) to assist you with accessing free or low-cost financial education workshops to assist you in managing your personal finances.

*9. Will the amount available to cover my overdrafts be displayed at Provident ATMs?*

When you use an ATM owned or operated by Provident Bank to perform an "INQUIRY" transaction, the amount available to cover overdrafts **will not** be included in either balance displayed. The "INQUIRY" transaction will display your Account Balance (shown as "AVAIL BAL" on the ATM and ATM receipt, respectively), which is the actual funds in your account and your Available Balance (shown as "LEDGER BAL" on the ATM and ATM receipt, respectively), which is the amount of your funds that are available for your immediate withdrawal. See sample Provident ATM receipt below. Any questions regarding your balance should be directed to our Customer Care Center at 800.448.7768.

## Provident Bank: ATM Inquiry Transaction Receipt



10. Will the amount available to cover my overdrafts be displayed when I use ProvidentConnect Online Banking, Bill Payment, and/or Provident Mobile Banking?

No. Balances shown in ProvidentConnect Online Banking, Bill Payment, and/or Provident Mobile Banking **do not** include the ODP limit amount available to cover your overdrafts.

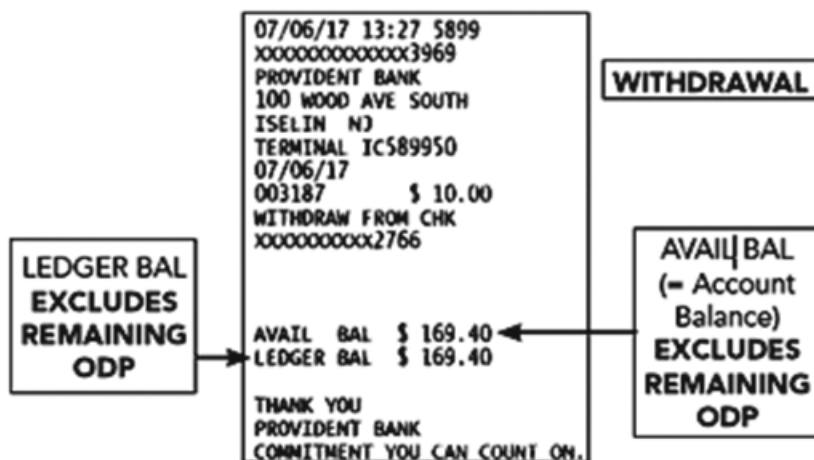
11. Will the amount available to cover overdrafts be displayed at non-Provident ATMs?

Provident Bank cannot control the information displayed at ATMs not owned by us. ATM owners/operators other than Provident Bank will determine if the amount available to cover overdrafts is included in their displays. If you are **unsure** if the account balance displayed at a non-Provident owned ATM includes ODP, please call our Customer Care Center at 800.448.7768 **prior to** conducting any transactions to avoid being charged an overdraft fee unexpectedly.

12. Can I access the amount available to cover my overdrafts at the ATM?

Yes, provided that you have opted-in to Overdraft Privilege coverage for these transactions. After you perform an "INQUIRY" transaction to determine your actual funds available for withdrawal (shown as "LEDGER BAL"), you can withdraw that amount **plus the ODP limit amount** available to cover overdrafts. Please be aware that the "AVAIL BAL" displayed and shown on your transaction receipt **after** a withdrawal transaction (as well as after a transfer or deposit transaction) **will not include** the remaining ODP limit amount available to cover overdrafts. See sample Provident ATM receipt for "withdrawal" below. **As stated in Question #1, if you choose to withdraw funds by using ODP, you will be charged our standard overdraft fee each time.**

## Provident Bank: ATM Withdrawal Transaction Receipt



13. When I call the Customer Care Center or access Online Banking to get my balance, is the amount available to cover overdrafts included?

No. The balances reflected through our Customer Care Center, Touch Tone Banking, Online Banking, and Mobile Banking **do not** include the ODP limit amount available to cover overdrafts for your account.

14. What do I record in my checkbook register when I use ODP for overdraft coverage?

When you write a check or conduct a transaction for more than the amount in your account and your ODP limit is used to cover the item, you need to deduct the check/transaction amount(s) **and** the associated overdraft fee(s). The following example shows how you would record a check/transaction paid using Overdraft Privilege.

Situation: Your account balance is \$100.00 and check #123 in the amount of \$300.00 is presented for payment:

TRANSACTION TYPES: D - Deposit, ATM - ATM Withdrawal, CC - Check/Cash Exp, EF - Electronic Payment, AD - Advance to Deposit, T - See Underline, O - Other							
TRANS. TYPE CHECK NO.	DATE	DESCRIPTION OF TRANSACTION	PAYMENT DEBIT (\$)	FEES (\$)	DEPOSIT / CREDIT (\$)	BALANCE	
						\$	100 00
#123	07/17	ABC Co. Invoice # 10987	300 00				-200 00
	07/17	Overdraft Fee	35 00				-235 00

The negative \$235.00 reflects the amount of available ODP funds used [a deduction of \$200.00 to cover the ODP amount used to pay check #123 plus the **\$35.00** (overdraft fee accurate as of February, 2015)].

15. What amount is available through the ODP service to cover my inadvertent overdrafts?

The amount of overdraft coverage available through ODP will be based on your specific account activity including but not limited to:

- number and dollar total of deposits made and the regularity of these deposits
- how long your account has been open; and
- how long your account remains overdrawn.

All accountholders should be aware that the amount of any ODP limit available will be based upon the way you handle your account. Your account activity will be automatically reviewed each day to determine the amount of funds available to cover items presented that day for which you do not have sufficient funds on deposit (i.e. your inadvertent overdrafts).

*16. How soon can I use Overdraft Privilege?*

Presuming that you have not entirely opted out of Overdraft Privilege, your ODP limit will be available to cover inadvertent overdrafts on **eligible** new checking accounts thirty (30) days after the account is opened. The ODP limit may be used to pay inadvertent overdrafts that occur on the 31st day and thereafter. On the 31st day after account opening and thereafter, the amount available to cover your inadvertent overdrafts will be reflective of our system analysis of your account activity over the prior thirty (30) days, including but not limited to:

- number and dollar total of deposits made and the regularity of these deposits;
- if your account was overdrawn during this period, the amount of time that elapsed before the account was brought to a positive balance; and
- other factors that we in our sole discretion deem relevant.

To be eligible for Overdraft Privilege:

- your entire banking relationship with Provident Bank must be in good standing (see Overdraft Privilege Policy for details);
- your checking account must have had a positive balance (not overdrawn) at least once in the prior thirty (30) days;  
and
- if your account was overdrawn, your overdraft amount must not have exceeded the amount available to cover overdrafts.

*17. What if I go beyond the amount available to cover overdrafts?*

Overdrafts above and beyond the amount available to cover overdrafts may result in one or more items not being honored or paid. **Your account will be charged our standard overdraft fee for each item paid. A notice will be sent to inform you of our actions.**

*18. I have more than one checking account. Can I get Overdraft Privilege on each account?*

Yes. However, we reserve the right to limit the number of accounts to which Overdraft Privilege may be extended.

*19. What if I do not want to have Overdraft Privilege on my checking account?*

No additional costs are associated with having the peace of mind provided by Overdraft Privilege. **However, if you choose not to have ODP available on your checking account when it is opened, please inform the account representative.** If you would like to cancel Overdraft Privilege coverage **after your account is opened**, or would like to discuss other services and products available to assist you in the event an overdraft occurs, **please notify us** by simply calling our Customer Care Center at 800.448.7768 or by visiting any one of our branches. Your change request will be effective on the business day following the day we receive/process your request.

*20. How quickly must I repay Overdraft Privilege?*

You must repay your Overdraft Privilege by bringing your account to a positive balance within thirty (30) days of the account becoming overdrawn. As previously stated, we will send you a notice that identifies the overdraft occurrence. In addition, we will send a reminder during the 30-day repayment period stating that you must bring your account to a positive balance. Failure to bring your account to a positive balance within thirty (30) days of it becoming overdrawn will result in the revocation of Overdraft Privilege, and we may take other steps to recover the funds owed to us.

21. *If my Overdraft Privilege is revoked, can it be reinstated if I pay the outstanding balance in full?*

No, once your coverage has been revoked, your account is no longer eligible for Overdraft Privilege. However, **prior to being revoked**, we will send you a letter outlining repayment plans to satisfy any outstanding overdraft balance.

22. What types of transactions are eligible to be covered by Overdraft Privilege?

Overdraft Privilege can be made available to cover overdrafts resulting from the following types of transactions:

- checks issued in an amount (either individually or in total) greater than the available and/or collected balance in your account;
- ACH electronic debit transactions processed through an Automated Clearing House (ACH);
- ATM withdrawals or transfers provided that you have opted-in to have such transactions eligible for coverage through Overdraft Privilege;
- everyday point-of-sale debit transactions using your Provident debit card provided that you have opted-in to have such transactions eligible for coverage through Overdraft Privilege.

As previously stated, you should keep in mind that **you will be charged our standard overdraft fee for items paid using ODP.**

23. *Is an overdraft fee always charged whenever Overdraft Privilege is used to pay (or cover) an overdraft?*

No. No overdraft fee is charged if the resulting overdraft balance is \$50.00 or less.

24. *Is there a maximum number or amount of overdraft fees that can be charged against my account each day?*

Yes. The total number of overdraft fees the Bank will charge you through Overdraft Privilege for overdrawing your account is limited to three (3) fees in any one (1) business day.



## Consumer Overdraft Privilege (ODP) Policy

It is the policy of Provident Bank (“the Bank, we, us, or our”) to comply with applicable laws and regulations, and to conduct business in accordance with applicable financial safety and soundness standards. This Policy is applicable to account holders only who are at least 18 years of age at account opening and who establish and maintain a consumer checking account(s) with the Bank that is (are) primarily used for personal and household purposes. In this Policy, consumer accountholders may also be referred to as “you”, “your”, or “their”.

At Provident Bank, we encourage you to manage both your checking account and your personal finances in a responsible manner. We also understand that there are times when the unexpected occurs or unforeseen problems leave you short of cash in your checking account. These situations can cause an account to become overdrawn, a check to be returned unpaid due to insufficient funds, or an ATM or debit card point-of-sale transaction to be denied. This Policy describes the Bank’s Overdraft Privilege service and your responsibilities when you utilize the service to cover your inadvertent overdraft occurring in your eligible checking account.

An insufficient funds (negative) balance may result from but not limited to:

- the presentment of checks, electronic fund transfers (including ATM withdrawals/transfers or debit card transactions provided that you have opted-in for Overdraft Privilege coverage of these transactions), or other withdrawal requests,
- payments preauthorized by you,
- the return as unpaid of items deposited by you,
- the imposition of applicable service charges, or
- drawing on deposited items which, according to Provident Bank’s Funds Availability Policy, are treated as not yet “available” or finally paid.

The payment of these items will result in an overdraft of your account.

We are not obligated to pay any item presented for payment if your account does not contain sufficient funds.

However, **rather than automatically** returning as unpaid any insufficient funds items presented if your:

- eligible account has been open for at least thirty (30) days and has had a positive balance (not overdrawn) at least once in the prior thirty (30) days; and
- entire banking relationship with Provident Bank is maintained in good standing, on the 31st day after account opening, **we will consider, without obligation on our part, approving your reasonable inadvertent overdrafts for payment** provided that your:
  - initial and subsequent deposits made with a check, wire transfer, or other electronic payment from another financial institution is/are finally collected by the institution on which it/they are drawn/initiated;
  - account is not subject to any fraudulent acts or suspicious activity as determined by us in our sole discretion; and
  - decision to opt-in to the ODP service remains in effect.

Following the initial thirty (30) days after account opening and throughout the remainder of your use of the ODP service, the amount to cover your inadvertent overdrafts will be reflective of our system analysis of your account activity over the prior period, including but not limited to:

- number and dollar total of deposits made and the regularity of these deposits;
- if your account was overdrawn during this period, the amount of time that elapsed before the account was brought to a positive balance; and
- other factors that we in our sole discretion deem relevant.

An account relationship in good standing is defined as:

- you are not in default on any current loan obligation to the Bank,
- you bring your checking account to a positive balance (not overdrawn) at least once every thirty (30) days;  
and
- your checking account is not the subject of any legal or administrative order or levy.

The amount of overdraft coverage available will be based upon the way you handle your account. As such, your account activity will be automatically reviewed each day to determine the amount of funds available to cover items presented that day for which you do not have sufficient collected funds on deposit (i.e. your inadvertent overdrafts). Any and all fees and charges, including up to three (3) overdraft fees per business day (set forth in our Consumer Deposit Accounts Terms and Conditions Agreement), will be charged against the amount available to cover overdrafts and will apply singularly to each transaction that overdraws your account whereby the resulting overdraft balance excluding the overdraft fee is greater than \$50.00. Transactions subject to this Policy include overdrafts resulting from, but not limited to: payments authorized by check, ACH/electronic items, and ATM/debit card/withdrawals/purchases.

**We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you.** You will be notified by mail of any insufficient funds items paid or returned unpaid that you may have (including the amounts of any related overdraft fees); however, we have no obligation to notify you before we pay or return any item. **The amount of any overdrafts plus our overdraft fee(s) that you owe us shall be due and payable upon demand.** If there is an overdraft paid by us on an account with more than one (1) owner, each owner (and agent, if applicable) shall be jointly and severally liable for such overdrafts plus our fee(s) as previously noted.

LIMITATIONS: This Policy applies only to eligible checking accounts primarily used for personal and household purposes. All savings accounts, all money market accounts, all business accounts, all public fund/charitable organization accounts, and all minor accounts are not eligible. We reserve the right to limit the number of accounts eligible for Overdraft Privilege to one account per household.

**Overdraft Privilege does not constitute an actual or implied agreement between you and Provident Bank, nor does it constitute an actual or implied obligation of or by the Bank. Overdraft Privilege represents a purely discretionary courtesy or privilege that the Bank may provide to you from time-to-time and which may be withdrawn or withheld by us at any time without prior notice, reason or cause.**

**We reserve the right to revoke Overdraft Privilege from any account where its use appears not to be handled in a responsible manner.** If Overdraft Privilege is revoked, your account is no longer eligible for Overdraft Privilege. However, **prior to being revoked**, we will send you a letter outlining repayment plans to satisfy any outstanding overdraft balance.

## Overdraft Privilege ATM Withdrawal/Transfer & One-time Debit Card Opt-in Information for Your Records

### What You Need to Know about Overdrafts and Overdraft Fees.

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

- We have standard overdraft practices (Overdraft Privilege - ODP) that come with your account.
- We also offer other overdraft protection plans, such as a line of credit or a link to another deposit account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

### What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

### What fees will I be charged if Provident pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of \$35.00\* each time we pay an overdraft.
- The total number of overdraft fees we can charge you through Overdraft Privilege for overdrawing your account is limited to three (3) fees in one (1) business day. No overdraft fee is charged if the resulting overdraft balance is \$50.00 or less.

### What if I want Provident to authorize and pay my overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call our Customer Care Center at 800.448.7768 Monday thru Friday from 8 a.m. to 7 p.m. and from 9 a.m. to 2 p.m. on Saturday, stop by any Provident branch, or visit [www.Provident.Bank](http://www.Provident.Bank).

\*Amount subject to change. Please see the Personal Accounts and Service Fees to confirm current fee amount.

PVR – 1613 (04/17/23)

