



## Deposit Account Agreement and Disclosure

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For more information visit your local branch, contact our Customer Service Center at (800) 522-4167  
or visit [ColumbiaBankOnline.com](http://ColumbiaBankOnline.com)

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# COLUMBIA BANK DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

## INTRODUCTION

In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as “Account Holder”, “you”, and “your.” The Financial institution is referred to as “we,” “our,” and “us.” This Deposit Account Agreement contains the terms and conditions governing certain of your deposit accounts with us. As used in this document, the term “Agreement” means this document (which also includes a Funds Availability Policy Disclosure and an Electronic Fund Transfer Agreement and Disclosure), the signature card, and the Deposit Account Disclosure (which includes our General Schedule of Fees). Each of you signing the Signature Card for a Deposit Account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, at our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

## DEPOSIT ACCOUNTS

From time to time, we may offer or you may open a variety of Deposit Accounts. Each such Account (the “Account”) is subject to the general terms and conditions and any specific terms and conditions relating to that type of Account that may be set forth in this Agreement. All Deposit Accounts are subject to Federal and State laws and regulations governing financial institutions and those promulgated by the Board of Directors of Columbia Bank. The provisions of Articles 3 and 4 of the Uniform Commercial Code, the Rules and Regulations of the Federal Reserve Bank and the New Jersey Multiple-Party Deposit Account Act, as the same may from time to time be amended, are incorporated herein by reference and, unless the context thereof shall require otherwise, shall apply to the use of checks, drafts, or by authorization as approved by the Bank. If you open multiple Accounts, you may receive Deposit Account Disclosure information for each Account, but this Agreement will cover all Accounts with us.

Each of you will be jointly and severally liable to us for debit balances in the Account, including, without limitation, overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys’ fees and costs and expenses of collection including, but not limited to, those incurred at trial and on any appeal. For Regulatory purposes DDA Checking Accounts will consist of two sub-Accounts; a transaction account and a non-transaction Account. Each statement period the bank will determine a threshold amount for each transaction not routinely needed to pay debits. Funds equal to or less than the threshold balance will be credited to the transaction Account subject to Regulation D, and funds equal to or greater than the threshold balance will be credited to the non-transaction Account.

## INTEREST

If your Account earns interest, the following information applies:

- (a) Payment of Interest.** We will pay interest at the annual rate specified on the Deposit Account Disclosure, which does not reflect compounding (“Interest Rate”). The Deposit Account Disclosure also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements.
- (b) Minimum Balance Requirements.** The Deposit Account Disclosure may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the Deposit Account Disclosure.

- (c) **Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.).
- (d) **Interest Compounding and Crediting.** The Deposit Account Disclosure will indicate the interest compounding and crediting frequency for your Account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account.
- (e) **Interest Accrual.** We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest.
- (f) **Changes.** We have the right to change the rates and fees in accordance with the terms of the Deposit Account Disclosure. We also reserve the right to change any other term of this Agreement at our sole discretion.

## DEPOSIT RULES

The following terms apply to deposits made to your Account:

- (a) **Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front.

While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment.

- (b) **Final Payment.** All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. We reserve the right to refuse any item for deposit into your Account.
- (c) **Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your Account or automatic transfers to your other Accounts with us, you must notify us at least thirty (30) days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned for any reason, you authorize us to deduct the amount from your Account as provided in (b) above.
- (d) **Substitute Checks.** You agree that you will not deposit, without our prior written consent, "substitute checks" as defined by federal law or Image Replacement Documents that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you agree to reimburse us for losses, costs and expenses we may incur associated with warranty or indemnity claims. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we incur because the substitute check resulting from the electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.
- (e) **Crediting of Deposits.** The Funds Availability Policy Disclosures reflect our policies relating to the availability of deposited funds.

## WITHDRAWAL RULES

The following terms apply to withdrawals from your Account:

- (a) Manner of Withdrawal.** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Checks you write may be converted into electronic images (truncated) during the check collection and return process. If you elect to have your checks printed by a vendor that has not been approved by us, or you use check stock or features (e.g., security features) that cause critical data to disappear or be obscured upon truncation, or you make your check out in a way (e.g., using a lightly colored ink) that causes critical data to disappear upon truncation, you agree to bear the risk of loss. You also agree to bear the risk of loss if you use check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Deposit Account Disclosure, or by applicable law. There will be a charge assessed against any Account for processing documents which require special handling. The charge will be in accordance with the Bank's current Deposit Account Disclosure of charges.
- (b) Withdrawal Restrictions and Overdrafts**
- We do not have to allow you to make a withdrawal from your Account if you do not have sufficient available funds in the Account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all of the withdrawals or other debits (such as charges) to your Account, we may post those withdrawals or other debits for which there are sufficient available funds in any order we may choose at our sole discretion. If there are insufficient available funds to cover some of the withdrawals or debits presented against your Account, such items will be handled in accordance with our overdraft procedures or in accordance with any other agreement you may have with us (i.e., Account Link, CheckRight Overdraft Line of Credit or Premium Overdraft). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. We may determine the balance of your Account in connection with determining whether payment of an item will create an overdraft at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your Account balance more than one (1) time during this period. A service charge may be assessed on any item that will overdraw the available Account balance, regardless of whether we pay or dishonor (return) the item. The fee assessed is capped at four (4) per day. You agree, immediately upon notice from us, to deposit funds sufficient to cover any overdraft, plus service charges, if required. You agree to allow us to apply directly-deposited governmental benefits, including social security, to cover any overdraft. We will not be liable for the dishonor of any item when the dishonor occurs because we setoff a debit against your Account. We also may refuse to allow a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time.
- (c) Notice Requirements.** Federal regulations permit us to retain the right to require you to give at least seven (7) days' notice in writing prior to any intended withdrawal from a Passbook Savings or Statement Savings Account or Money Market Account. Although we usually pay withdrawals or checks without notice on these Accounts, doing so does not mean that we give up this right.
- (d) Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so.
- (e) Power of Attorney.** The person executing a Power of Attorney will be referred to as the "principal" and the person acting for the principal as the "agent". We may refuse to comply with a Power of Attorney for reasonable cause, or until we receive an affidavit from the principal stating that the Power of Attorney presented is a true copy and that the principal is alive and that the relevant powers of the agent have not been altered or terminated.

- (f) **Signatures.** You authorize us to store and use Signature Card information in any reasonable form we deem necessary including any digitized signature capture process. If you use a facsimile signature or other form of signature, you agree you shall have the sole responsibility for maintaining security of the facsimile signature or device by which it is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no check bearing or purporting to bear your facsimile signature may be considered a forgery or an unauthorized signature, but that such facsimile signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature or the device by which it is affixed. If you use any form of facsimile signature device, you agree to deliver a sample to us if we request it.
- (g) **Preauthorized drafts.** If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized by you.
- (h) **Automated Processing of Items.** You recognize that the Bank has adopted automated collection and payment procedures so that it can process the greatest volume of items at the lowest possible cost to all customers. These automated procedures rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying an item, the Bank may disregard all information on the item other than the identity of the drawee bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item.
- (i) **Conversion of your checks to ACH entries.** Some checks that you give to a merchant may be converted by the merchant into what are called ACH debit entries, in which case they will be collected electronically and charged against your account much more quickly than a paper check. This means that (1) you will have a reduced right to stop payment, (2) you need to make sure that your account has sufficient collected funds to cover the debt, and (3) you will not receive any copy of a cancelled check with your monthly statement. If a merchant uses a blank check to initiate an ACH debit entry at the point of sale, the merchant should return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. A merchant who receives your check by mail should give you notice of the conversion but will destroy the original check. Whether your check is converted to an ACH debit at the point of sale or at the merchant's lockbox, a description of the transaction will appear on your monthly statement from us.
- (j) **Posting Order.** Generally, in the normal course of business, we post credits first, then, we pay electronic debits, followed by in-clearing checks beginning with the lowest dollar amount.

## HOW TO AVOID OVERDRAFTS

The best way to avoid overdrafts is to responsibly manage your finances. **Maintain an accurate check register.** Each time a transaction is conducted on your checking account, enter it into your check register. While it is impossible to list all types of transactions, here is our posting order for our most common types of transactions. Cash deposits and withdrawals processed by a teller are posted in the order they are received. Transactions not performed with a teller, such as electronic items and in-clearing checks, may not be processed in the order in which they were transacted.

Generally, in the normal course of business, we post credits first, then, we pay electronic debits, followed by in-clearing checks beginning with the lowest dollar amount. We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Contact us if you have any questions regarding transaction types and posting order.

## STALE DATED CHECKS

We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you.

## CHECKING ACCOUNTS

If your Account is a Checking Account, the following terms may apply. No interest will be paid on any Demand Deposit Checking Account with us. If we offer interest bearing checking accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships.

## ~~SAVINGS ACCOUNTS (CONSUMER AND BUSINESS)~~

~~If your Account is an interest-bearing Account or time deposit, the following terms may apply.~~

~~(a) **Transfers and Withdrawals.** If your Account is a Passbook Savings, Statement Savings or Money Market Deposit Account, federal law requires that an Account Holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four (4) weeks, to another of your Accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction. A "preauthorized transfer" includes any arrangement by us to pay a third party from your Account upon written or oral instruction (including an order received through an automated clearinghouse (ACH)) or any arrangement by us to pay a third party from your Account at a predetermined time or on a fixed schedule.~~

~~(b) **Excess Transactions.** In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for Money Market Accounts, Statement Savings Accounts) in any one period, your Account may be subject to an excess transaction fee and may be subject to closure by us and the funds placed in another Account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the Account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit Accounts or loan Accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card.~~

## TIME DEPOSITS

If your Account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Deposit Account Disclosure will apply.

(a) **Penalty:** The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit.

(b) **Exceptions:** We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid, due to revocation, within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or if the time deposit is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, and you become permanently disabled or you die; or (4) within an applicable grace period (if any).

## STOP PAYMENT ORDERS

Subject to certain limitations, you may order us to stop payment on any check or other item payable for your Account whether drawn by you or any other Account Holder. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. The stop payment order is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order may be renewed for an additional six (6) if renewed during the effective time period. We will require you to provide the date, the amount, and the number of the item, together with the name of the payee.



If you give us incorrect information, we will not be liable for failing to stop payment on the item. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on a money order or check (such as an official, certified, cashier's, or teller's check) issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us.

Based upon the type of Account ownership that you have designated, the following terms and conditions apply:

### **INDIVIDUAL ACCOUNTS**

An Individual Account is an Account in the name of one depositor only. Only that person may write checks against the Account or withdraw money, regardless of who actually owns the funds.

### **MULTIPLE PARTY ACCOUNTS**

All Multiple Party Accounts are subject to the provisions of the Multiple Party Deposit Accounts Act, P.L. 1979, c.491 (N.J.S.A.17:16 I-1, et.seq.). This section pertains to Multiple Party Accounts.

**(a) Joint Account Ownership.** An Account with two or more Account Holders is a Joint Account. Joint Account Holders will be considered as joint tenants with right of survivorship. Each Account Holder has a present right to payment from the Account. Each Account Holder owns his or her net contribution to the Account. In the absence of proof of net contribution, and unless the Account Holders have specifically otherwise agreed, each Account Holder will own an equal share of this Account. Upon the death of one of the Joint Account Holders:

- (1) Where there is only one surviving Account Holder, the entire Account will belong to the survivor.
- (2) Where there are two or more surviving Account Holders, each survivor will continue to own his or her proportionate share. The portion of the Account owned by the deceased party will be shared equally by the survivors. Ownership of the Account cannot be changed by a Last Will and Testament.

**(b) Totten Trust Account.** A Totten Trust Account is an informal Trust Account, as reflected on our records. The Account belongs to the trustee(s) during the lifetime of the trustee(s) and belongs to the beneficiary(s) upon the death of all trustees. Ownership of this Account cannot be changed by a Last Will and Testament.

- (1) Where there are two or more trustees, each trustee has a right to payment from the Account. Each trustee owns his or her net contribution. In the absence of proof of net contribution and unless the trustees have specifically otherwise agreed, each trustee will own an equal share of the Account during his or her lifetime. Upon death of a trustee, the surviving trustee(s) will continue to own his or her proportionate share of the Account. The share owned by the deceased trustee will be shared equally by the surviving trustee(s). Upon the death of the sole surviving trustee, the Account will belong to the beneficiary(s).
- (2) Where there are two or more beneficiaries, the Account belongs to the beneficiary(s) who survive all the trustees. Unless otherwise specifically stated in the Account by the trustee(s), each surviving beneficiary will own an equal share of the Account. Unless specifically stated upon the death of a surviving beneficiary, any remaining beneficiary(s) will not own any portion of the deceased beneficiary's share of the Account.

**(c) P.O.D. Account.** A Payable on Death (P.O.D.) Account is an Account payable to the Account Holders during their lifetimes, and upon the death of the last Account Holder, ownership passes to the named P.O.D. payee(s). The P.O.D. payee(s) have no present right of withdrawal. Ownership of this Account cannot be changed by a Last Will and Testament.

- (1) Where there are two or more Account Holders, each Account Holder has a right to payment from the Account. Each Account Holder owns his or her net contribution. In the absence of proof of net contribution and unless the Account Holders have specifically otherwise agreed, each Account Holder will own an equal share of the Account during his or her lifetime. Upon death of an Account Holder, the surviving Account Holder will continue to own his or her proportionate share of the Account. The share owned by the deceased party will be shared equally by the surviving Account Holders. Upon the death of the sole surviving Account Holder, the Account will belong to the P.O.D. payee(s).
- (2) Where there are two or more P.O.D. payee(s), the Account will belong to the payee(s) who survive all Account Holders. Unless otherwise specifically stated in the Account by the Account Holders, each surviving P.O.D. payee will own an equal share of the Account. Unless specifically stated in the Account by the Account Holders, upon the death of a surviving P.O.D. payee, the remaining P.O.D. payee(s) will not own any portion of the deceased payee's share of the Account.

For all Multiple Party Accounts, each Joint Account Holder, without the consent of any other Account Holder, may, and hereby is authorized by every other Joint Account Holder, to make any transaction permitted under the Agreement, including without limitation:

- (1) to withdraw all or any part of the Account funds,
- (2) to pledge the Account funds as collateral to us for any obligation whether that of one or more Account Holders or of a third party,
- (3) to endorse and deposit checks and other items payable to any joint Account Holder,
- (4) to give stop payment orders on any check or item, whether drawn by that Account Holder or not, and
- (5) to close the Account, with the disbursement of Account proceeds as instructed by the Joint Account Holder.

Each Joint Account Holder is authorized to act for the other Account Holder(s). We may accept orders and instructions regarding the Account from any Joint Account Holder. If we believe there is a dispute between Joint Account Holders or we receive inconsistent instructions from the Account Holders, we may suspend or close the Account, require a court order to act, and/or require that all Joint Account Holders agree in writing to any transaction concerning the Account. We have no liability for payments made pursuant to the Multiple Party Account Act. Any Multiple Party Account may be paid, on request, to any one or more Account Holder. We may make payment from this Account, including payment of the entire Account balance

- (i) pursuant to any statutory or common law right of setoff, levy, attachment, or other valid legal process or court order, relating to the interest of any one or more of the parties; and
- (ii) on request of a trustee in bankruptcy, receiver in any state or federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. The financial institution is not required to determine net contributions.

Your obligations under the Agreement are joint and several. This means that each Joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, even if only one Account Holder caused this to happen, knew about it, or received a benefit from any overdraft or debit balances.

## **ADDITIONAL ACCOUNT TYPES**

This section applies to other Deposit Account types.

- (a) Formal Trust Account.** A formal Trust Account is an Account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the Account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

- (b) Uniform Transfers to Minors.** If you have established the Account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act, your rights and duties are governed by the Act. Deposits in the Account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.
- (c) Agency Account.** An Agency Account is an Account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the Account but does not have an ownership interest in the Account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of Account ownership.
- (d) Business Accounts.** If the Account is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association or any other natural person, then the Account Holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account Holder. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.
- (e) Fiduciary Accounts.** With respect to all fiduciary Accounts, including but not limited to Estate Accounts, Guardianship Accounts, and Conservatorship Accounts, and the Accounts described in subsections (a) through (c) above, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account have the authority to withdraw such funds. This applies at the time of Account opening and at all times thereafter.

## **ASSIGNABILITY**

The Account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge on the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new Account opened in the name of the transferee or pledgee.

## **FINANCIAL INSTITUTION LIABILITY**

You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

## **SETOFF AND SECURITY INTEREST**

If you ever owe the Bank money as a borrower, guarantor or otherwise, and it becomes due, the Bank has the right under the law (called "setoff") and under this agreement (by which you grant the Bank a security interest in your deposit account) to use the money from your account to pay the debt, even if withdrawal results in an interest penalty or dishonor of checks, ACH, Debit Card, or Online Transactions. In the case of a partnership or joint account, each partner or joint owner agrees that the Bank may use the money in the account to satisfy any one of their individual obligations. Similarly, each partner or joint owner agrees that the Bank may use the money in their individual accounts to satisfy obligations in the joint account or partnership account. The security interest granted by this agreement is consensual and is in addition to the Bank's right of setoff. However, the setoff and security interest may not apply to your account if (a) it is an IRA or a tax-deferred Keogh Retirement Account (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only in a representative capacity.

## **DORMANT ACCOUNTS**

If you have not made a withdrawal from, or a deposit to, your Account for any extended period of time and we have been unable to contact you, your Account may be classified by us as dormant. Subject to applicable law, we may charge an Inactivity Fee on the Account, and the Account will be presumed to be abandoned. In accordance with state law, funds in abandoned Accounts will be remitted to the custody of the applicable state agency. Prior to remitting the funds to the state, a service charge for administrative costs will be deducted from the Account. We will then have no further liability to you for such funds. We reserve the right not to send statements on Accounts we consider dormant, subject to applicable law.

## **ACCOUNT STATEMENTS**

You are responsible for promptly examining your periodic statement and reporting any irregularities to us. The periodic statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your Account unless you notify us in writing within certain time limits after the statement and checks are made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within ten (10) calendar days after the statement is made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after the statement was made available. You must also report any other Account problem within ten (10) calendar days after the statement was made available or lose your right to assert the problem against us. You agree that our retention of check images does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

## **ACCOUNT PASSBOOKS**

You are responsible for promptly examining your passbook and reporting any irregularities to us. The passbook will be considered correct for all purposes and we will not be liable for any payment made and charged to your Account unless you notify us in writing within ten (10) calendar days of the transaction being posted to the passbook. We will not be liable for any withdrawal slip that is altered or any signature that is forged unless you notify us within ten (10) calendar days of the date the transaction is posted to your passbook. Also we will not be liable for any subsequent withdrawal made in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days of the initial transaction being posted in the passbook. You must also report any other Account problem within ten (10) calendar days after the transaction was posted to the passbook or lose your right to assert the problem against us.

## WHOLESALE WIRE AND ACH TRANSACTIONS

With respect to wire transfers or other transfers of funds not governed by the Electronic Fund Transfer Act, you agree to enter into and comply with our wire transfer agreement and to comply with our security procedures and this section. You also agree that you will not violate any laws of the Office of Foreign Assets Control (OFAC) pertaining to wire and ACH transactions. We advise you that any receiving financial institution (including us) is entitled to rely on any Account number you have provided even though that Account number may identify a party different from the person or entity you have described by name in any transfer order.

- (a) Provisional Payment.** Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.
- (b) Notice of Receipt.** We will notify you of the receipt of payments in the periodic Account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

## NOTICES

The following terms apply to notices relating to your Account.

- (a) Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments by (1) posting the same in a conspicuous place in the lobby of the Main branch of the Bank and in all branches it may attain, or (2) sending by electronic delivery or (3) sending written notice thereof to Account Holders at the most recent address indicated on the Bank's records. When required by federal law or regulation written notice will be provided in accordance with the timing requirements of said law or regulation. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of Joint Account Holders.
- (b) Account Changes.** An Account Holder desiring to change the form of an Account, or to stop payment or vary payment under the terms of the Account, must give us written notice to effect the change. The notice must be signed by the Account Holder, be received by us during the Account Holder's lifetime, and not be countermanded by further written order by the Account Holder during the Account Holder's lifetime. Any other person having a present right to payment by the terms of the Account must effect any change to the terms of the Account in the same manner. Any Account Holder or person authorized to sign on an Account is required to notify us in writing if any Account Holder or other person authorized to sign on an Account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

## ACCOUNT TERMINATION

We may close your Account at any time without notice to you. We will consider your Account closed if we close your Account, if you request your Account be closed or if you withdraw all funds in your Account. Further, for security reasons, we may require you to close your Account and to open a new Account if (a) there is a change in authorized signers, (b) there has been a forgery or fraud reported or committed involving your Account, (c) any Account checks are lost or stolen, (d) you have too many transfers from your Account, (e) any other provision of our agreement with you is violated. If we close your Account, we may send you written notice that the Account is closed on the date we close the Account. You agree to notify us of your intention to close your Account, and we hereby reserve the right to request the notice in writing. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed Account.

## **DISPUTES INVOLVING YOUR ACCOUNT**

You agree to be liable to the Bank for any costs or expenses, including reasonable attorney's fees that the Bank incurs as a result of any dispute involving your account, and you authorize the Bank to deduct any such costs or expenses from your account without prior notice to you. This obligation includes disputes between you and the Bank involving the account and situations where the Bank becomes involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. At our request or your request, a dispute concerning your account will be decided by arbitration under the commercial arbitration rules of the American Arbitration Association. Arbitration involves the review and resolution of the dispute by a neutral party or parties. It will be used in place of a trial before a judge or jury in a formal court of law.

## **SHARING INFORMATION**

In addition to situations described elsewhere in the Deposit Account Agreement and Disclosure or other agreements related to your Account, we will disclose information about your Account and transfers and deposits you make when we are required to do so by statute or by court or governmental agency order, or when you give us written direction to do so. Unless specifically prohibited by applicable state law, we may, at our discretion, disclose information about your Account and transfers and deposits you make for the purpose of verifying or completing a transaction or to verify the existence and condition of your Account. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it. Unless otherwise instructed by you, in accordance with applicable law, we may also provide certain other information about you or your Account to our subsidiaries or affiliates (persons related by common ownership or affiliated by corporate control) in relation to products or services they may offer.

## **MISCELLANEOUS PROVISIONS**

If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute.

Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provisions cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

The execution of a signature card by a depositor(s) upon the opening of this Account shall constitute an Agreement by the depositor(s) to the above rules and/or regulations as are now in effect or hereafter amended.

# **FUNDS AVAILABILITY DISCLOSURE STATEMENT YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR CHECKING OR SAVINGS ACCOUNTS EFFECTIVE JULY 1, 2020**

Our policy is to delay the availability of funds that you deposit into your checking or savings accounts. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

## **DETERMINING THE AVAILABILITY OF A DEPOSIT**

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays.

If you make a deposit in person to a teller at a Columbia branch on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit.

## **DEPOSITS AT AUTOMATED TELLER MACHINES**

Deposits may only be made at ATMs owned and operated by Columbia Bank, and located at a Columbia Bank branch. All ATMs that we own or operate are identified as our machines.

If you make a deposit at an ATM before 4:00 PM on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM after 4:00 PM on a business day we are open or at any time on a non-business day, we will consider that the deposit was made on the next business day we are open. Funds from deposits of all other items will be governed by the rules below.

## **AVAILABILITY OF DEPOSITS**

### **SAME DAY AVAILABILITY**

Funds from electronic direct deposits will be available on the day we receive the deposit.

Funds from cash, checks drawn on Columbia Bank and funds from wire transfers received for deposit at Columbia branches will be available for withdrawal at Columbia branches on the business day we receive the deposit.

### **NEXT DAY AVAILABILITY**

The following paragraphs describe deposits which receive next day availability. Certain circumstances may cause additional delays to the availability of these funds. Please refer to the section titled "Longer Delays May Apply."

Funds from cash and checks drawn on Columbia Bank deposited prior to 4:00 PM on a business day at ATMs owned and operated by us will be available on the first business day after the day of your deposit. Funds from the following deposits are available on the first business day after the day of your deposit:

- Traveler's Checks
- U. S. Treasury checks that are payable to you.
- If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:
  - New Jersey State and Local Government checks that are payable to you.
  - Cashier's, certified, and teller's checks that are payable to you.
  - Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders, if these items are payable to you.

## OTHER CHECK DEPOSITS

All Other Check Deposits Not Covered Above	When Funds Are Available	When Funds Are Available If A Deposit Is Made On A Monday
	\$ 225 on the first business day after the day of your deposit.	Tuesday
	Remaining funds on the second business day after the day of your deposit	Wednesday
Foreign Checks	Upon Collection	Upon Collection

If you deposit from a combination of categories of checks, \$225 from the checks will be available on the first business day after the day of your deposit, not \$225 from each category of checks.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**LONGER DELAYS MAY APPLY:** Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

The first \$5,525 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,525 will be available on the seventh business day after the day of your deposit. Funds from electronic direct deposits into your account will be available on the same business day that we receive them. Funds from a wire transfer into your account will be available for withdrawal on the same business day we receive the deposit.

Funds from deposits of cash made in person to an employee at a Columbia branch will be available for withdrawal on the same business day we receive it.

Funds from the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's and state and local government checks will be available on the first business day after the day of your deposit if the



deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit.

Funds from all other check deposits will generally be available no later than the seventh business day after the day of your deposit.

## **ELECTRONIC FUND TRANSFER DISCLOSURE STATEMENT**

### **IMPORTANT ATM SAFETY & SECURITY POINTS**

- Always be alert to your surroundings and defer ATM transactions if circumstances cause you to be apprehensive for your safety.
- Close the entry door of any ATM facility so equipped.
- Put away withdrawn cash before exiting any ATM facility.
- Direct any complaints concerning ATM security to an appropriate department of the owner of the ATM or to the NJ Dept. of Banking
- If you have any concerns about the security of any ATM owned and operated by Columbia Bank, call 1-800-522-4167 or the NJ Dept. of Banking at (609)-292-7272.

### **DISCLOSURE NOTICE**

The Federal Electronic Fund Transfer Act of 1978 defines certain of your rights and responsibilities when you use our electronic banking services. This disclosure will explain those rights and responsibilities to you. In addition, this disclosure will list and explain other rights and responsibilities you will have when using these electronic banking

### **DEFINITIONS**

**"EFT"** stands for electronic fund transfers, which include transfers processed through the automated clearing house (ACH), automated teller machines, or point of sale terminals. **"You"** or **"your"** mean the Account Holder as well as persons you have authorized to conduct transactions on your behalf. **"We"**, **"our"**, and **"us"** refer to Columbia Bank.

**"ATM"** means the automated teller machines owned and operated by Columbia Bank as well as those installed by others that display the logo of Accel®, PLUS®, or VISA®.

**"Debit Card"** means your Columbia Bank Consumer, Business, and Health Savings Account (HSA) VISA® 24-hour automated teller machine and point of sale (POS) card. Health Savings Account Debit Cards, however, are not permitted to be used at ATMs.

**"ONLINE BANKING"** means the ability to access account information and conduct transactions on specified accounts using a personal computer or other electronic devices through the Internet.

**"PIN"** means your confidential personal identification number or code that you have chosen to identify yourself when using an ATM or in order to gain access by phone using our automated voice response system (PhoneLink<sup>sm</sup>), or by making a purchase with either card at a point of sale (POS) terminal.

**"PASSWORD"** means your confidential code that you have chosen in order to gain access by computer or other electronic devices to our Online banking system.

**"BUSINESS DAYS"** are Monday through Friday. Holidays, Saturdays and Sundays are not included as business days.

### **TYPES OF ELECTRONIC FUND TRANSACTION SERVICES OFFERED**

#### **PREAUTHORIZED TRANSFERS**

You may authorize, in advance, the following transfers:

- Direct deposit of pay into a checking, MMDA, statement or passbook savings account, provided that your employer offers this service to its employees through us.

- Direct deposit of government payments (such as Social Security, Veteran's Administration compensation, Armed Services Retirement)
- Direct deposit of other credits (such as annuities or dividends)
- Deductions to be transferred to other accounts
- Deductions for mortgage payments, insurance premiums or other recurring payments to a third party.

**ATM TRANSACTIONS:** Health Savings Account (HSA) customers are not permitted to conduct ATM transactions.

Customers issued Consumer Debit Cards or Business Debit Cards are permitted to conduct those transactions, detailed as follows:

You may use your Debit Card and PIN to make the following transactions at ATMs owned and operated by Columbia Bank. On those checking, MMDA, and Statement Savings Accounts listed on your application, you may:

- Withdraw cash
- Make deposits
- Make balance inquiries
- Transfer funds between these designated accounts
- Make payments to any loans you have with Columbia Bank. (This will require that you deposit a check or cash together with the loan coupon or tear-off slip into the ATM.)

At ATMs not owned and operated by Columbia Bank that display the Accel®, PLUS® and VISA® logos, you may use your Debit Card and PIN to do the following on your checking, MMDA, and Statement Savings Accounts:

- Withdraw cash
- Make balance inquiries
- Transfer funds between these designated accounts

**PHONELINK<sup>SM</sup>:** You may use your account number and Personal Identification Number (PIN) to access your registered checking, Statement Savings and Installment loan and Mortgage loan accounts by push button telephone with tone capability to:

- Obtain information regarding the posting of checks, deposits and other transactions concerning your accounts.
- Obtain the balances from your checking, MMDA, Statement Savings, Installment loan or Mortgage loan accounts.
- Activate Debit Cards,
- Transfer funds between your checking, MMDA, Statement Savings, Installment loan or Mortgage loan accounts. (Transfers between your accounts conducted up until approximately 7:00 p.m., Eastern Time, (ET) Monday through Friday and up until 3:00 p.m. (ET) on Saturday will be posted to your account the same day. All transfers completed after those hours, on Sunday, and Holidays will normally not be processed until the next business day, except for Friday's, which will normally be posted on Saturday.)

**ONLINE BANKING:** In order to access Online Banking you will be required to establish a user name, password and enroll in multifactor authentication. Once established you can access your personal bank

accounts and loans to view balances, process transfers, make loan payments, view and enroll in eStatements and Bill Pay all from the convenience of your computer or mobile device.

**PURCHASE TRANSACTIONS:** You may use your Debit Card at any retail establishment where Accel®, PLUS® and VISA® Debit Cards are accepted to purchase goods and services and / or to obtain cash where permitted.

You may only use your Health Savings Account (HSA) Debit Card at specific establishments where Accel®, PLUS® and VISA® cards are accepted for the purchase of goods and services for qualified medical expenses.

Debit Cards may not be used to conduct any illegal transactions including but not limited to unlawful Internet gambling. A receipt of your transaction is usually available when you conduct a Point of Sale transaction with your Debit card. A receipt is not required if such transaction is \$25.00 or less. Any purchase refund will be posted to the same account.

## TRANSACTION LIMITS

**PREAUTHORIZED TRANSFERS:** We do not impose any limitations on the frequency or dollar amounts of your preauthorized transfers, provided there are sufficient funds in the account for the transfers, except the dollar amount for an online bill payment transfer, which cannot exceed \$9,999.99.

~~Passbook savings accounts are limited by Federal Regulations to a maximum number of six (6) pre-authorized electronic fund transfers per month.~~

~~Statement Savings accounts and MMDAs are limited by federal regulations to a maximum of six (6) transactions per statement cycle, including purchase transactions, telephone transfers, preauthorized transfers and check withdrawals.~~ Statement savings accounts opened prior to March 1, 1998, (formerly called Combination Accounts) permit check withdrawals. New Statement Savings Accounts opened after March 1, 1998 do not have check writing privileges.

**CONSUMER DEBIT CARD CUSTOMERS:** You may use your Debit Card with your pin to withdraw up to \$500.00 from an Accel®, PLUS® and VISA® ATM each calendar day and purchase up to \$500.00 in goods or services each calendar day from merchants participating in the Accel®, PLUS® and VISA® programs, provided that you have sufficient funds available.

You may purchase up to \$1,500 (certain accounts \$2,500) each calendar day from merchants participating in the VISA® program, provided that you have sufficient funds available. The total of your cash withdrawals and purchase transactions each calendar day cannot exceed \$1,500.00 (certain accounts \$2,500.00). The day for these limits starts at 1:00 am (ET) each calendar day.

**BUSINESS DEBIT CARD CUSTOMERS:** You may use your Debit Card with your pin to withdraw up to \$500.00 from an Accel®, PLUS® and VISA® ATM each calendar day and purchase up to \$500.00 in goods or services each calendar day from merchants participating in the Accel®, PLUS®, or VISA® programs, provided that you have funds available. You may purchase up to \$4,000.00 each calendar day from merchants participating in the VISA® program, provided that you have sufficient funds available. The total of your cash withdrawals and purchase transactions each calendar day cannot exceed \$4,000.00. The day for these limits starts at 1:00 am (ET) each calendar day.

**HEALTH SAVINGS ACCOUNT (HSA) DEBIT CARD CUSTOMERS:** You may use your HSA Debit Card to purchase up to \$500.00 each calendar day of qualified medical goods or services from specific merchants participating in the Accel®, PLUS® and VISA® programs, provided that you have sufficient funds available. You may purchase up to \$1,500.00 of qualified medical goods or services each calendar day from specific merchants participating in the VISA® program provided that you have sufficient funds available. The total of all purchases each day cannot exceed \$1,500.00. The day for these limits starts at 1:00 am (ET) each calendar day.

**ALL DEBIT CARD CUSTOMERS:** For security reasons, there are limits on the number of times you can use your Debit Card and PIN each calendar day. Frequency limitations may prevent transactions from being authorized. For security reasons, these limits are not revealed.

Denials of Debit Card can be based on one or more of the following:

- exceeding the daily withdrawal or purchase limit
- not having adequate funds available in your account

- exceeding the daily frequency of usage limitation.
- exceeding the number of pin attempts limit.

The receipt provided by the Accel®, PLUS® and VISA® ATM or the merchant terminal may notify you of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit may result in the retention of your Debit Card at an ATM.

These limitations are imposed and not revealed for security purposes.

**ADDITIONAL TERMS AND CONDITIONS:** You may not stop payment immediately on a Debit Card purchase transaction. For this reason you should inquire about a merchant's return or refund policy before entering into a POS/debit card transaction. You are responsible for resolving all disputes concerning the quality of goods or services purchased from a merchant that accepts the cards. Merchandise purchased using your Debit Card that is subsequently returned will be reflected as a credit on your primary account statement.

Each time you use your Debit Card to conduct a debit card transaction, we have the right to place a hold on a corresponding amount of funds in your primary checking, MMDA, or Statement Savings Account until that transaction is posted against the account or 3 business days from the transaction authorization date whichever comes first. Authorization requests for certain merchants may include an amount in excess of the transaction amount (e.g. for gratuities at restaurants or additional services at hotels), in which case we will place a hold on the authorized amount, though your account will only be debited for the actual transaction amount. You agree not to withdraw or write checks against funds that are needed to pay debit card transactions that have not yet been posted against your account (such as by writing checks or obtaining ATM withdrawals).

You agree not to request debit card transactions that will exceed the day's limit or create an overdraft in your primary checking, MMDA, or Statement Savings Account. However, in the event that an overdraft does occur, you agree to immediately pay any overdraft related insufficient fund charges. You will be liable even if we authorize a debit card transaction at a time when you did not have sufficient funds in your primary checking, MMDA or Statement Savings Account to cover the transaction(s). We reserve the right to return any Debit Card transaction that does not contain an authorization code. We may restrict access to your accounts if we notice excessive use of the Card that we believe to be suspicious, or have unusual activity and/or patterns detected by a third party security monitoring software. Access will be reinstated once we notify you and have rectified any problems or we have reviewed your card transaction activity and reactivated the card. You agree that we will not be liable for any damages resulting from a failure or refusal for any reason to authorize a debit card transaction that you have attempted. You further agree that we will not be responsible or liable for a participating merchant's refusal to accept your Debit Card. Deposits and payments accepted at ATMs owned and operated by Columbia Bank will be posted to your account(s) according to the rules and regulations of the account(s) and our funds availability policies which are contained in our disclosure statement required under the Expedited Funds Availability Act. A current copy of the disclosure will be provided to you when your Debit Card application is submitted. All items presented at an ATM are removed before 2:00 p.m. (ET) each business day. Columbia Bank reserves the right to verify the items deposited before such funds are made available to you; however, the availability of your deposit depends on the type of account in which you deposit your funds, and the type of deposit. When all of the deposited funds become available, you may withdraw against the entire amount deposited up to the withdrawal limit. Consult the rules and regulations of the particular account to which you are depositing funds and our Funds Availability Disclosure Statement for more information about when your deposited funds will be available for withdrawal. Your withdrawal limit will restrict the amount of funds that you may withdraw against deposits that are made at ATMs owned and operated by Columbia Bank.

When all of the deposited funds become available, you may withdraw against the entire amount deposited up to the withdrawal limit. Loan payments will only be accepted at ATMs which are owned and operated by Columbia Bank. If the dollar amount on the items presented differs from the amount you have indicated, we will adjust your account(s) to reflect the amount we have received and advise you of any difference.

**STOP PAYMENT OF PREAUTHORIZED PAYMENTS:** If you have authorized us in advance to make regular payments out of your account, you can stop any of these payments. **Call us at 1-800-522-4167, or write us at Columbia Bank, 19-01 Route 208, Fair Lawn, NJ 07410, ATTN: Customer Service Center**, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made.

If you call, we may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call. We will charge you the fee as established under the rules and regulations governing the account for each stop payment order you give.

**STOP PAYMENT OF PREAUTHORIZED ONLINE BILL PAYMENTS:** If you have authorized in advance a payment using the Online bill payment service and wish to change or cancel it, you can do so by using the service at any time prior to 10:00 p.m. (ET) on the business day the transaction is scheduled to be initiated. If you wish to cancel a payment after it is issued, please call our bill payment processor at 1-800-825-4321, Monday through Friday, 7:00 a.m. to 9:00 p.m., Central Time, (CT) and Saturday, 8:00 a.m. to 5:00 p.m. (CT). We will charge you the fee as established under the rules and regulations governing the account for each stop payment order you give.

**NOTICE OF VARYING AMOUNTS OF PREAUTHORIZED PAYMENTS:** If your regular pre-authorized transfers may vary in amount, the person you are going to pay is required to tell you, at least ten (10) days before each payment, when it will be made and how much it will be.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED PAYMENTS:** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. However, your instructions for stop payments must be in accordance with the terms and conditions of the account.

**DOCUMENTATION:** At your option you may receive a printed receipt for each Accel®, PLUS® and VISA® ATM transaction or Accel®, PLUS® and VISA® purchase transaction which you make at the time of the transaction. A receipt is not required if such transaction is \$25.00 or less. You should retain all receipts and reconcile them to the transactions listed on your monthly statement. If you have a Checking, NOW, Statement Savings or MMDA account, you will generally receive a monthly account statement indicating the transfers to or from your account.

If you have funds withdrawn from a passbook account electronically, you will receive a statement for each month it occurs, or quarterly, if there has been no activity during that period. If you have a passbook account, you should periodically present the passbook to us so that we may record any preauthorized electronic deposits made since the last time you brought your passbook to us. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1-800-747-4428 or (201) 703-3751, to find out whether or not the deposit has been made.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS:** You may telephone us at 1-800-522-4167 or write us at: **Columbia Bank, 19-01 Route 208, Fair Lawn, NJ 07410 Attn: Customer Service Center** as soon as you can if you think your receipt, statement or passbook record is wrong or if you need more information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You must do the following:

- Tell us your name, account number and Debit Card number (if applicable).
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days.

After we receive your inquiry, we will tell you the results of our investigation within ten (10) business days for preauthorized electronic transfers on Accel®, PLUS® and VISA® ATM transactions or PHONELINK<sup>sm</sup> transactions, purchase transactions after we hear from you and will correct any error promptly. If we need more time, we may take up to forty-five (45) days for preauthorized electronic transfers from Accel®, PLUS® and VISA® ATM or PHONELINK<sup>sm</sup> transactions conducted in the United States. Or we may take ninety (90) days for ATM transactions conducted outside the United States or for Point of Sale debit card transactions, including but not limited to merchant POS terminals, mail order, telephone and internet orders conducted anywhere, to investigate your complaint or questions. If we decide to do this, we will credit your account within ten (10) business days if it is a preauthorized electronic transfer from an Accel®, PLUS® and VISA® ATM or PHONELINK<sup>sm</sup> transaction, or purchase transactions (5 business days for Debit Card POS/debit transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we do not receive your complaint

or question in writing within ten (10) business days, we will not credit your account. If we decide that there is no error, we will send you a written explanation within three (3) business days after we finish our investigation. Five (5) business days after we send you our written explanation, we will withdraw from your account any sums we temporarily credited to it. You may ask for copies of the documents that we used in our investigation.

**YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC TRANSACTIONS:** Tell us **AT ONCE** if you believe:

- your Debit Card has been lost or stolen
  - your PIN or password has been lost, stolen or disclosed
- that an unauthorized electronic transaction has been made.

Telephoning us is the best way of keeping your losses to a minimum. You could lose all your money in your account(s), including related overdraft line of credit and overdraft protection accounts, if you take no action to notify us of the loss. If you notify us of the loss, your liability will be as follows: If you tell us within two (2) business days of the loss or your discovery of the loss, you can lose no more than \$50.00 (\$0 for VISA® transactions) if someone used your Debit Card and PIN without your permission or made an unauthorized electronic transaction. If you do not tell us within two (2) business days after you learn of the loss and we can prove we could have stopped someone from using Debit Card, or PIN without your permission if you had told us, you could lose as much as \$500.00 (\$0 for VISA® transactions). To the extent allowed under applicable law, we may increase the limit of the Debit Cardholder's liability for unauthorized VISA® transactions if we determine that the Debit Card holder was grossly negligent or fraudulent in the handling of the account or card. Also, if your statement shows electronic transfers or purchases that you did not make, tell us **AT ONCE**. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. These time periods will be extended if you are unable to notify us for a good reason, such as a long trip or hospital stay.

**HOW TO CONTACT US:** If you believe your Debit Card has been lost or stolen or if your PIN or password has been disclosed, or that an unauthorized transaction or purchase from any of your accounts has occurred, notify us immediately at:

**COLUMBIA BANK**  
**1-800-522-4167\***

**19-01 Route 208, Fair Lawn, NJ 07410 Attn: Customer Service Center**

\*(during normal business hours of 7:30 AM to 8:00 PM, (ET) Monday through Friday. Saturdays 8:00 AM to 2:00 PM, ET)

After normal business hours, cardholders should call within the United States at 1-800-472-3272, and outside the United States at 1-973-682-2652 (for collect calls).

**OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSFER TRANSACTION:** If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages caused by our failure unless:

- there are insufficient funds in your account to complete the transaction through no fault of ours the funds in your account are unavailable
- the funds in your account are subject to legal process
- the transaction you request would exceed the funds in your account
- the Accel®, PLUS® or VISA® ATM has insufficient cash to complete the transaction
- your Debit Card has been reported lost or stolen and you are using the reported Debit Card we have reason to believe that the transaction requested is unauthorized
- the failure is due to an equipment breakdown which you knew about when you started the transaction at the Accel®, PLUS® or VISA® ATM, or Accel®, PLUS® or VISA® Merchant terminal
- the failure was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control

- you attempt to complete a transaction at an Accel®, PLUS® or VISA® ATM, or Merchant terminal which is not a permissible transaction as detailed under the heading “ATM Transactions” or “Purchase Transactions.”
- the transaction would exceed security limitations on the use of or Debit Card
- you haven’t provided us with complete and correct payment information, including but not limited to name, address, account number and payment amount for a merchant/payee
- you have not properly followed the instructions for processing transactions on Online or Mobil Banking (including the scheduling of payments or transfers)
- your operating system/telephone system was not functioning properly

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

**DISCLOSURE OF ACCOUNT INFORMATION:** We will disclose information about your account or the transactions you make to third parties

- in connection with your application for a Debit Card, or Online banking services where it is necessary to complete transactions
- where it is necessary to resolve an error or an inquiry as to an alleged error
- to verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau
- in accordance with your written permission
  - To support card loyalty programs
- To provide fraud control services
- To VISA®, its members, or their respective contractors for the purpose of providing various card services and or programs
- in order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports, and/or on receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

**DEBIT CARD FEES AND CHARGES:** Listed below are the fees and charges currently associated with electronic transactions. The fees and charges may or may not apply based on the terms and conditions of the accounts processing electronic transactions.

All Columbia Bank Debit Card cardholders who use a Debit Card at an ATM that is not owned and operated by us may have a surcharge imposed by the owner or operator of the ATM. You agree to be responsible for any such surcharges that are imposed. In addition, all service charges and fees relating to the specific account(s) you have with Columbia Bank continue to apply.

There are currently no charges or fees for using a Debit Card and PIN at an ATM owned and operated by Columbia Bank. If you use Debit Card to conduct electronic fund transactions or inquiries at ATMs not owned or operated by us which bear the Accel®, PLUS® and VISA® logos, the charges that will apply are listed below.

Please refer to the General Schedule of Fees for information about any fees for Online Banking access and Online Banking bill payment services. We reserve the right to change our fee schedule from time to time and to charge your account in accordance with the revised fee schedule. We will notify you of a change in fees at least twenty-one (21) days prior to the effective date of the change.

	<b>MASTER CARD® Accel® Cirrus®</b>	<b>VISA® PLUS® DOMESTIC</b>	<b>PLUS® INT’L</b>
Cash Withdrawal	\$1.00	\$1.00	\$1.50
Balance Inquiry	\$ .50	\$1.00	\$1.00

Transfers between Columbia Bank Accounts	\$ .50	\$1.00	\$1.00
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If your Debit Card is lost, stolen, or damaged, the charge to re-issue another card is \$5.00.

An additional International Service Assessment fee of 1.00% of each Transaction amount will be charged for each international transaction. These charges will be debited from the account(s) affected and will be reflected on the periodic statement.

**CURRENCY CONVERSION AND INTERNATIONAL TRANSACTIONS:** When you use your VISA® branded debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either:

- A rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives, or
- The government-mandated rate in effect for the applicable central processing date.

In each instance, plus or minus any adjustment determined by the issuer.

The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. International Service Assessment for currency conversion is 1% of the transaction total. An International transaction is a transaction where the country of the Merchant is outside the USA.

## CONSUMER MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Mobile Deposit is designed to allow a consumer to make deposits of checks (“original checks”) to His or Her account(s) using His or Her mobile device (iPhone, Android and/or other smart phone devices) by taking a picture of the original check(s) and delivering the digital image(s) and associated deposit information (“images”) to Columbia Bank via the consumer’s Mobile Device. To use Mobile Deposit, you must be an internet banking customer and your accounts with us must be in good standing. You can register for Mobile Deposit once you have logged into internet banking, click on the Mobile Deposit tab and agree to the terms and conditions of Mobile Deposit.

### 1. LIMITS

Mobile Deposits are limited in amount to \$10,000.00 per business day, with a 5 consecutive business day limit of \$50,000.00. These amounts are subject to change.

### 2. ELIGIBLE ITEMS

You agree to take a picture of and deposit only original check(s) (*i.e.*, drafts drawn on a bank, savings bank or Credit Union and payable on demand.)

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account into which you deposit the check.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

### 3. REQUIREMENTS

An image of the front of the original check and an image of the back of the original check with the proper endorsement is required. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any



endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the check or share draft within 1½ inches from the top edge, although in our sole and absolute discretion, we may accept endorsements outside this space. Your endorsement must include “FOR MOBILE DEPOSIT ONLY TO COLUMBIA BANK”, your signature and account number. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you **or** your joint owner, either of you can endorse it. If the check is made payable to you **and** your joint owner, **both** of you must endorse the check.

#### 4. RECEIPT OF DEPOSIT

All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement. Once you have successfully transmitted your check image, you have the ability to receive an electronic confirmation of your transmission. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for deposit into your account.

We will notify you of rejected images.

#### 5. ORIGINAL CHECKS

After you confirm you Mobile Deposit has been posted into your account, you must securely store the original check for 14 calendar days after transmission to us and make the original check accessible to us at our request. Should we request the original check, you will deliver to us within 14 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, the amount of the check will be deducted from your account. Promptly after the 14<sup>th</sup> calendar day period expires, you must destroy the original check **by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction.** *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check to us or to anyone else.

#### 6. RETURNED DEPOSITS

Any credit to your account for checks deposited using Mobile Deposit is provisional and subject to all terms of your current Deposit Account Agreement with us. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you and we will charge back the amount of the original check, charge a fee, and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check / Imaged Returned Deposited Item if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

#### 7. YOUR WARRANTIES

In addition to all warranties provided by applicable law and contained within your current Deposit Account Agreement with us, you make the following warranties and representations with respect to each image:

Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not present, deposit, otherwise negotiate or otherwise endorse to a third party the original check.
- No person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and the image provided to Columbia Bank by Mobile Deposit and was payable to the payee(s) stated on the original check and the image provided to Columbia Bank by Mobile Deposit.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no person will submit the original check for payment. With respect to each image provided to Columbia Bank by Mobile Deposit, you further make to us all representations and warranties that we make or are deemed to make to any person pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

#### **8. COMPLIANCE WITH LAW**

You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with all applicable laws, rules and regulations.

**9. MOBILE DEPOSIT UNAVAILABILITY**

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs, in which case you shall not make a Mobile Deposit of any such original check and shall destroy all images of any such original check.

**10. FUNDS AVAILABILITY**

The amount of the Mobile Deposit check image received prior to 4:00 PM ET on a business day will be deposited to your account on the date the image is received.

The amount of the Mobile Deposit check image received after 4:00 PM ET on a business day, Saturday, Sunday or Holiday will be deposited to your account on the following business day after 10:00 AM ET.

Funds will be available as described in our Funds Availability Disclosure.

If a deposited item is returned to us at any time for any reason including, but not limited to, a claim for any breach of warranty and/or according to any law, regulation or rule (including a clearinghouse rule), by the bank on which it is drawn or any collecting bank, we may accept that return and charge the item back against your account without regard to whether the other bank finally paid the item or returned the item in accordance with any applicable midnight deadline or clearinghouse rule even if this causes your account to become overdrawn. We may debit your account for any interest you may have provisionally earned on the item. We may charge you a fee for each returned item.

**11. BUSINESS DAYS**

Our business days are Monday through Friday, except holidays. Checks deposited on a Saturday, Sunday or a holiday will be reflected in your balance after 10:00 AM ET on the next business day.

**12. MOBILE DEPOSIT SECURITY**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 1-800-522-4167 and with written confirmation if you learn of any loss or theft of original checks that were imaged and deposited. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**13. YOUR RESPONSIBILITY**

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Ensenta Corporation, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**14. ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION**

You agree to defend, indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

**15. DISCLAIMER OF WARRANTIES**

YOU AGREE THAT YOUR USE OF ANY MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY MOBILE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY MOBILE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**16. LIMITATION OF LIABILITY**

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY MOBILE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**17. FINANCIAL INFORMATION.**

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Mobile Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

**18. ACCOUNT TERMINATION**

Columbia Bank reserves in its sole and absolute discretion, the right to unsubscribe your account(s) from Mobile Deposit Capture for any reason whatsoever including, but not limited to the following reasons:

- Excessive return of Mobile Deposit Images
- Excessive overdrafts and/or uncollected activity during any six month period
- Excessive returned deposited items, whether Mobile images or original check(s) deposited at a Columbia Bank Branch or ATM
- Any other misuse or handling of your account(s) that is not usual with sound banking practices.