

CREST SAVINGS BANK
3301 Pacific Ave
Wildwood New Jersey, 08260

Business Days: Monday through Friday, except Federal Holidays
Location and Hours are available at www.crestsavings.bank
Phone: 609-522-5091

Crest Savings Bank Personal Online Banking Terms and Conditions Agreement

This Agreement describes your rights and obligations as a user of the Online Banking Services. It also describes the rights and obligations of Crest Savings Bank. Please read this agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening.

As used in this document the words "Bank," "we," "our," and "us" mean Crest Savings Bank and the words "you" and "your" mean the account holder(s).

Access to Service

The Bank will provide instructions on how to use the Online Banking and Bill Payment Service. You will gain access to your online accounts through the use of your User ID and Password. Online Banking is available 24 hours a day 7 days a week. However, availability of the services may be interrupted for brief periods of time for purposes of maintenance, updating and revising the software.

Changes to Your Information

You agree to promptly update all your account information including, but not limited to, name, physical mailing address, email address and funding account information. Changes must be submitted to our customer service department. We are not responsible for any mail we forward to your old mailing address or email address prior to receiving the updated information from you. All changes are effective immediately for scheduled and future payments paid from the updated funding account information. The service is not responsible for any payment processing errors or fees if you do not update your account information or if you do not provide accurate funding account or contact information.

Use of Your Password and Security

You are responsible for keeping your Password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

Do not give out your account information, Password or User ID.

Do not leave your computer unattended while you are in the Bank's online banking site.

Never leave your account information within range of others.

Do not send privileged account information (account number, Password, etc.) in any public or general email system.

Password-protect mobile devices and lock it when not using it

Log out completely of your online banking/mobile banking sessions.

You should keep all mobile devices updates with current software versions.

We encourage you to utilize remote wipe apps should your device be lost or stolen.

If you believe your Password has been lost or stolen, please use the password change feature with in the online banking section of the web site immediately to change your Password. If your mobile device has been lost or stolen or you suspect any fraudulent activity on your account, you agree to call us immediately during our hours of operations.

Fees

Crest Savings Bank offers the benefits and convenience of the Online Banking Service and Bill Payment Service at no cost to you. Please see the separate fee schedule for information on other charges that may affect your account. By signing this Agreement you agree that such fees may be assessed against your account.

Stop Payments

Crest Savings Bank allows you to place a CHECK stop payment through Online Banking. Once you are logged into your secure Online Banking you can choose to place a check stop payment request. We will process your request to stop payment on the check(s), unless we have already paid, or accepted it. You must provide the correct and complete information related to the check(s). Failure to do so may result in the payment of the check(s).

Please note the importance of abiding by the rules and regulations (as established by the Uniform Commercial Code or other law) governing Stop-Payment Orders. To be effective, we must receive the Stop-Payment Order in time to give us a reasonable opportunity to act on it. The Stop Payment Order is effective for 6 months after the date received and will automatically expire after that period unless renewed in writing.

Crest Savings Bank will charge a stop payment fee based on the fee schedule you have already received.

Crest Savings Bank will also process your request to release a Stop-Payment on check(s) if you are the original requestor of the Stop-Payment Order. To release the Stop-Payment the information must be sufficient and complete in order for us to identify and verify the original Stop-Payment. We must have a reasonable opportunity to release the original Stop-Payment Order.

Electronic Mail (e-mail)

If you send Crest Savings Bank an electronic mail message through the Service, Crest Savings Bank will be deemed to have received it on the following Business Day. Electronic mail will be answered within a reasonable timeframe. You should not rely on electronic mail if you need to communicate with Crest Savings Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

For your protection, we ask that you do not send any personal information through e-mail. (e.g. social security numbers, account numbers, balance information, etc.). This information cannot be secured through e-mail transmissions. Crest Savings Bank will not send any personal information via unsecure e mail.

Online Banking Alerts

Crest Savings Bank provides different types of online banking alerts, email alerts, mobile and text alerts and Account alerts, which must be set up and activated by you. Each account alert has different options available, and you will be asked to select from among these options upon activation of an account alert.

Automatic alerts are sent to your most recent email address provided by you to us only and provide you with important account notifications such as information about a money transfer or availability of eStatement.

Inactivity or Termination

You are responsible for complying with all the terms of this Agreement and with the terms of the Agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Online Banking privileges (including the Bill Payment Service) under this Agreement without notice to you for any reason, including; if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing.

Crest Savings Bank may delete your online registration if your account becomes inactive. If you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90 day period your registration will be considered inactive and you may have to re-register for the online service.

Crest Savings Bank may delete your Bill Payment account if you do not use your Bill Payment account for any consecutive 90 day period.

To cancel the Online Banking Services and/or Bill Payment Service, you must notify Crest Savings Bank. Your notification should include your name, address and the effective date to stop the service(s). When Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated.

Changes to this Agreement

The Bank may modify the terms and conditions of the Online Banking and Bill Payment Services from time to time. The revised terms and conditions shall be effective at the earliest date allowed by applicable law after notification to you.

Mobile Banking

You have the option of accessing Crest Savings Bank's Online Banking with an app on your mobile device. You agree that Mobile Banking does not create any new or different liability for us beyond what is already applicable under your existing account agreements.

Receipt of account information through Mobile Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties outside of our control. You are also solely responsible for any telephone charges incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet.

We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties.

Mobile Check Deposit Agreement

Mobile Deposit is designed to allow you to take a picture of your original check and upload it for deposit using your mobile device. When you use mobile check deposit, you agree to the terms of this agreement in addition to the deposit account agreements.

Requirements- To use Mobile Deposit, you must be an internet banking customer and all your accounts with us must be in good standing. We can impose other eligibility requirements at any time. You need to have the hardware and software required to deposit checks.

Eligible items- You agree to follow all instructions we give you to scan and deposit checks. You agree that you will not 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.
- 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.

Image requirements- 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 within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your account number and "FOR MOBILE DEPOSIT". 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.

Receipt of Deposit- All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. You can confirm receipt of the check image as well as a successful deposit to your account via the history tab on the application. We will also advise you if there is a problem with the item, such as a bad image.

Our process to clear, present and collect a deposit is solely up to us. We can also reject any deposit for any reason. We will notify you of the rejected images.

Original checks- After you received confirmation that we have received the check image, as well as successful deposit to your account, mark the original check as Mobile Deposit with the date or "VOID" and destroy it securely. 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. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits- Any credit to your account for checks deposited using Mobile Deposit is provisional. 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, but that we may charge back the amount of the original check 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 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.

Your Warranties- 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 deposit or otherwise endorse to a third party the original check and 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 to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party 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.

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 applicable laws, rules and regulations.

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.

Funds Availability- Mobile Deposits confirmed as received before 4 PM Eastern on a business day will be credited to your account the same day after 9 PM. Deposits confirmed received after 4 PM and deposits confirmed received on holidays or days that are not our business days will be credited to your account on the following business day after 9 PM. Funds will be available as described in our Funds Availability Disclosure.

Mobile Deposit Security- You are solely responsible for the security of your mobile device. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately if you learn of any loss or theft of original checks.

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, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation- You agree to 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.

DISCLAIMER OF WARRANTIES- You agree that your use of remote deposit and all information and content 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 remote deposit service, whether expressed or implied, including, but not limited to the implied warranties of the 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 any errors in any remote banking service or technology will be corrected. .

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 remote 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.

Bill Payment Service and Pop Money Agreement

Click here for agreement

<https://cw411.checkfreeweb.com/imm/LDD/ViewTermsAndConditions/20030?showPopup=true>

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 609-522-5091, or write us at 3301 Pacific Avenue in Wildwood, New Jersey 08260 or E-mail us at crestsavingsbank@crestsavings.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

Limitations on frequency of transfers- In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a money market deposit account or a statement savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six (6) per month or statement cycle.

Financial Institution's Liability

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking/Mobile Banking accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking/Mobile Banking service as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to pay the items presented.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance is restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
10. Dropped calls, Lost signals. If the connection to your mobile device is interrupted or disconnected at any time before signing off, you must contact us to confirm that any requests for transactions have been received by us. We are not responsible for disconnections or interruptions in service or for failing to complete any transaction that we have not received as a result of any disconnection or interruption.

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

Indemnification- You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking/Mobile Banking account.

Governing Law- This Agreement is governed by the laws of the State of New Jersey and applicable federal law.