

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: 609-522-5115

Crest Savings Bank Personal Digital Banking Terms and Conditions Agreement

This Agreement describes your rights and obligations as a user of the Digital 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, the words "you" and "your" mean the authorized account holder(s) and the words Digital Banking means Online Banking, App Banking and is also referred to as Cre\$tConnect.

Access to Service

The Bank will provide instructions on how to use the Digital Banking Service. You will gain access to your accounts with your Internet-enabled device, your Internet Service Provider (ISP), your device, your User ID and Password, Touch ID or Face ID. You may access your Digital Banking 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.

You have the option of accessing Crest Savings Bank's Digital Banking with an app on your device once enrolled. You agree that App 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 App 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 damage caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties.

Touch ID/Face ID allows you to use your fingerprint/Face to login into the Digital Banking App instead of entering your user ID and password. Fingerprints/Face information are only stored on your Device; the Bank does not see or store your fingerprint/ Face information. Instead, a token is stored securely in the Device's keychain that cannot be transferred to another device. Touch/Face ID is associated to one user ID at a time. If you have multiple logins with the Bank, Touch/Face ID can only be used with a single login per Device. If you try to log in using Touch/Face ID but cannot provide a valid fingerprint/face image after five (5) tries, you must enter your user ID and password to re-enable.

Digital Banking Services

This section describes the services and features available within Digital Banking.

1. Access Accounts - View current balance information and review available transactions for your Crest Savings Bank accounts.

2. Transfer Funds - In addition to viewing account information, you may use Digital Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your Crest Savings Bank checking accounts, savings accounts, and money market accounts.

For the purposes of Digital banking transactions, one-time transfers between any of your Crest Savings Bank accounts are processed immediately. Scheduled transfers are processed at the beginning of the business day, Monday through Friday excluding holidays.

Please note: If there are not sufficient funds in the account, we cannot complete the transfer.

3. E-Statements. You may enroll and access your statements virtually by consenting to the E-Statement agreement. Once you enroll in e-Statements, all mail delivery of your statements will end, except for loan statements.

The content of the E-Statement agreement is listed below under “Electronic Statement and Disclosure Agreement and Authorization.

4. Perform self-service account maintenance such as re-ordering checks, stopping payments on checks, changing your address, email, and phone numbers, as well as changing your User ID and password.

5. Connect with Us to send us secure requests, messages and questions regarding your Online and Mobile Banking service and accounts.

6. Securely chat with our Bank Representatives.

7. Upload Documents securely to the bank.

8. View your FICO score, if available.

9. Deposit a check securely after downloading our App.

10. Make a loan payment from your Crest account or from an account you have at another financial institution.

11. Apply for a new deposit account or loan.

12. Additional Services New services may be introduced for Digital Banking from time to time. The Bank will notify you through statement or other means of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

Changes to Your Information

You agree to promptly update all your account information including, but not limited to, name, physical mailing address, text number, email address and funding account information. 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 will have the ability to select a password that will give you access to Digital Banking. You will have the ability to change your password and we recommend that you change your password regularly. The bank is entitled to act on instructions received under your password and you agree that the use of your password will have the same effect as your signature authorizing any transaction. For security purposes, we recommend that you memorize your password and do not write it down. You are responsible for keeping our password, account numbers and other account data confidential. When you authorized any other person to use your password in any manner, your authorization shall be unlimited in amount and manner.

You are responsible for keeping your Password and 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 to anyone.
- Do not leave your computer unattended when logged into Digital Banking.
- Never leave your account information within viewable range of others.
- Do not send privileged account information (account number, Password, etc.) in any public or general email system.
- Password-protect devices and lock it when not using it.
- Log out completely of your digital banking sessions.
- You should keep all devices updated with current software versions.
- We encourage you to utilize remote wipe apps should your device be lost or stolen.
- Do not use public internet.

If you believe your Password has been lost or stolen, please use the password change feature within the digital banking section of the web site immediately to change your Password. If your 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.

Stop Payments

Crest Savings Bank allows you to place a CHECK stop payment through Digital Banking. Once you are logged into your secure Digital 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 for us to identify and verify the original stop payment.

Electronic Mail (email)

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 24-48 hours. 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 email. (e.g. social security numbers, account numbers, balance information, etc.). This information cannot be secured through email transmissions. Crest Savings Bank will not send any personal information via unsecure email.

Digital Banking Alerts

Crest Savings Bank provides different types of alerts including, digital banking alerts, email alerts, mobile and text alerts and Account alerts, which must be set up and activated by you. Each 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 e-Statement.

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 digital banking services. We can terminate your Digital 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 access 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 access will be considered inactive, and you may have to re-register for the digital 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 Digital 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 Digital Banking will also be terminated.

Changes to this Agreement

Terms and conditions of this Agreement may be amended in whole or part at any time within 30 days written notification prior to the change taking effect. We may notify you of such changes by US mail, or if you agree, we may send you an email notice, which details the changes. Email notifications may also direct you to a section of our website which will include the changes. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does NOT result in higher fees, more restrictive service use, disclosure of additional account information to third parties, or increased liability to you. Also, if a change in term(s) or condition(s) is necessary to maintain or restore the security of our system or your account(s), no advance notice is required, and we will then notify you within 30 days following such action. If you do not agree with the change(s), you must notify us in writing or via email prior to the effective date to cancel your access to the Service. Your continued use of the affected change in Service is your agreement to the amendment (s).

Mobile Check Deposit Agreement

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

2. Requirements- To use Check Deposit, you must be enrolled in our Digital Banking Service, 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.

3. 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.
- Checks or items previously converted to a substitute check, as defined in Reg CC. [Federal Reserve Board - Regulation CC \(Availability of Funds and Collection of Checks\)](#)
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC. [Federal Reserve Board - Regulation CC \(Availability of Funds and Collection of Checks\)](#)
- Checks or items not payable in United States currency.
- Checks or items that are “stale dated,” “expired”. Or “postdated.” Checks which are at least 180 days old (6 months) are considered stale dated.
- Checks or items that are “non-negotiable” (whether stamped in print or as a watermark).
- Money Orders or Savings Bonds

4. 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.

5. Receipt of Deposit- We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. We reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your account and, in the event, we reject an item for remote deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through the Services, we may later do so because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using the Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

6. Original checks- After you receive confirmation that we have received the check image, as well as successful deposit to your account, mark the original check as Deposited 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.

7. Returned Deposits- Any credit to your account for checks deposited using Check Deposit is provisional. If original checks deposited through Check 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 the rejection, return, adjustment or warranty claim was made timely.

8. 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.
- You will not deposit through the Remote Deposit Service any item that was previously deposited and returned to you unless we have asked you otherwise in writing. You will only transmit deposit items that originate as paper items.

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.

9. 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.

10. 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.

11. Funds Availability- Mobile Deposits confirmed as received before 4 PM Eastern on a business day will be credited to your account the same day. 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. Funds will be available as described in our Funds Availability Disclosure.

12. Mobile Deposit Security- You are solely responsible for the security of your 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.

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 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 indemnify us and hold us harmless against 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.

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 Digital Banking account.

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

Digital Banking Bill Payment Service

1. Introduction. The Bill Payment service permits you to use your Internet-enabled device to direct payments from your selected Digital Bill Payment Account to third parties you wish to pay. We have contracted with our Bill Payment Agent to make these payments for you. Your Bill Payment Account must be a Crest Savings Bank checking account. Through the Bill Payment service, you can pay bills from your Bill Payment Account to businesses or individuals. Fees may apply to external funds transfer services, bill payment system expedited bill payments and stop payment requests on checks issued by the bill payment system. The fee amount will be disclosed in the Bank's Fee schedule. Please see the Bank's current fee schedule for any applicable fees. [ContentDocumentHandler.ashx \(crestsavings.bank\)](#)

- a. All payments you make will be deducted from the account that you designated as your Bill Payment Account for the Bill Payment service. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United States. Any one bill payment item cannot be for an amount greater than \$9,999.99. Expedited check bill payments cannot be sent to an address in Hawaii or Alaska or a P.O. Box.
- b. If you wish to close any checking account which is acting as your Bill Payment Account, you must notify us prior to such closing and identify a new checking account which is to serve as your Bill Payment Funding Account for Digital Banking. Failure to notify us may result in the removal of Digital Banking access. In addition, you agree that we may charge any account you have with the Bank for the amount of any outstanding Bill Payments you owe.
- c. Funds must be available in your Bill Payment Account on the scheduled payment date. After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.
- d. You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly, semi-monthly, or monthly, quarterly, semi-annual, and annual intervals (a "recurring payment"). If a recurring payment is chosen, the bill will be paid automatically each billing period. If the payment is not a recurring payment, it will be a "one-time payment." One-time payments do not recur and are not made until you enter the payee and amount of the current bill and submit the payment. You may change payments that are recurring payments;

however, you must allow at least three (3) business days after we receive any change to information you have given us about a payee to reflect the change in our records. If any bill payments result in an overdraft to your account, the appropriate insufficient/uncollected fee will be assessed.

- e. When you create a new payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business payees, verify information about your account. For all subsequent payments, you agree to allow up to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee.
- f. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur if you do not have sufficient funds in your Bill Payment Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of the Bank.
- g. You will be liable to the Bill Payment Agent and to the Bank for the full amount of any bill payments made on your behalf. No further bill payments will be allowed until this indebtedness to either the Bank or the Bill Payment Agent is paid. You will also be responsible for any insufficient/uncollected fund charges.
- h. The way to cancel or change a payment is to use the Bill Pay Service. Payments must be changed or cancelled using the Service prior to 10:00 p.m. (EST) on the business day the transaction is scheduled to be initiated.

Authorization

I AUTHORIZE Crest Savings Bank to post payment transactions generated by phone and/or PC from the Bill Paying Service to the account indicated on the form being sent electronically. I understand that I am fully responsible for my account. If at any time I decide to discontinue service, I will provide written notification to Crest Savings Bank. My use of the Bill Paying Service signifies that I have read and accepted all terms and conditions of the Bill Paying Service.

I UNDERSTAND that payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check. Crest Savings Bank is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

Electronic Statement and Disclosure Agreement and Authorization

1. Introduction: Through Digital Banking, you can receive your bank statement in electronic format. This Electronic Statement and Disclosure Agreement and Authorization explains the terms and conditions governing this service offered through Digital Banking. All your accounts at Crest Savings Bank are also governed by applicable Account Disclosures and Agreements: Digital Banking Agreement Disclosure and Deposit Account Agreement.

2. Acceptance: By reading and agreeing to the Terms and Conditions of this service, you authorize the Bank to deliver your account(s) statements in electronic format for the account(s) connected to your

Digital Banking record. You are also agreeing to discontinue the receipt of your statements and bank disclosures in paper form as previously provided to you through the U.S. Mail.

Consumer Disclosure Regarding Conducting Business Electronically, Receiving Electronic Notices and Disclosures, and Signing Documents Electronically

Please read the following information, by proceeding forward and consenting to electronic records, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. This electronic signature service is provided on behalf of clients, "sending party," who are sending electronic documents, notices, disclosures or requesting electronic signatures to you.

3. Paper Copies: You are not required to receive statements, notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time as described below. A replacement paper statement copy can be requested by calling 609-522-5115 or sending a Secure Form through Digital Banking. A fee may be assessed.

4. Scope of Consent: You agree to receive electronic notices, disclosures, and electronic signature documents with all related and identified documents and disclosures provided over the course of your relationship with Crest Savings Bank. To receive and review statements electronically, and to view, download, and print your electronic statements, you will need to use a supported browser version. You will also need access to a printer or the ability to download information in order to keep copies of your records.

If Adobe Acrobat Reader releases updated versions after you consent to receive electronic statements, you may need to download the upgraded version of the corresponding browser or software to access and/or print the statements in the future. If this is the case, you will be directed to a site containing links to the appropriate download pages, where you will be able to download the updated version at no cost.

5. Withdrawal of Consent – How to contact Crest Savings Bank

If you decide to receive statements, notices, and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. Just send us an email to crestsavingsbank@crestsavings.com and in the body of your request state your email, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for electronic documents will be that transactions may take a longer time to process.

EXTERNAL FUNDS TRANSFER TERMS & CONDITIONS

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Crest Savings Bank (hereinafter "we" or "us") in connection with each Service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in the “Definitions” Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service’s more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send transfers).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Crest Savings Bank 3301 Pacific Ave Wildwood NJ 08260. We may also be reached at 609-522-5115 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 21 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 (Notices to Us Regarding the Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (“ATDS”), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy; Privacy of Others. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

11. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

12. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 13 (Acceptable Use) below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering

or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments. Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 6 (Notices to Us Regarding the Service) above of any violations of the Agreement generally.

13. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 (Notices to Us Regarding the Service) above of any violations of the Agreement generally.

14. Payments Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check against your account.

15. Your Liability for Unauthorized Transfers.

a. Consumer Accounts. This paragraph applies only to Eligible Transaction Accounts used for personal, family and household purposes, and shall not apply to the Small Business Transfers Service. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 (Notices to Us Regarding the Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can

prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

b. **Business Accounts.** This paragraph applies only to the Small Business Transfers Service. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Small Business Transfers Service in the manner set forth in Section 6 (Notices to Us Regarding the Service) above. You acknowledge and agree that time is of the essence in such situations. Tell us AT ONCE if you believe your user identification, password, or other means of accessing the Small Business Transfers Service have been stolen or used without your permission. You could lose all of the money in your Eligible Transaction Account. Also, if the periodic statement for your Eligible Transaction Account shows payments or other Small Business Transfers Service transactions that you did not make, tell us at once. **YOU ARE RESPONSIBLE FOR ALL PAYMENTS INITIATED USING YOUR USER IDENTIFICATION, PASSWORD, AND OTHER MEANS OF ACCESSING THE SMALL BUSINESS TRANSFERS SERVICE, REGARDLESS OF WHETHER YOU AUTHORIZED THEM OR IF THEY EXCEED THE LIMITS THAT YOU IMPOSED ON YOUR AUTHORIZED USER(S).**

16. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

17. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

18. Address or Banking Changes. It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in

Section 6 (Notices to Us Regarding the Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

19. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

a. Mobile Subscriber Information. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

b. Device Data. We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

20. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 (Notices to Us Regarding the Service) above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

21. Errors, Questions, and Complaints.

a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 (Notices to Us Regarding the Service) above.

b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

1. Tell us your name;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

22. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

23. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal

information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

24. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 (Notices to Us Regarding the Service) above. See also Section 15 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

25. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 25 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

26. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

27. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services (“JAMS”), the American Arbitration Association (“AAA”), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

28. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 27 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes

unless said claim is submitted to arbitration under Section 27 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

29. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

30. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

31. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

32. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

33. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR

SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 27 AND 28 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

34. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 10, 16, 17, 22 and 25-34 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

35. Definitions.

a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable. For the Small Business Transfers Service, Accounts include business checking, money market or savings accounts.

b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

c. "Affiliates" are companies related by common ownership or control.

d. "Business" means any person or entity other than a Consumer with an Eligible Transaction Account that utilizes the Service.

e. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

f. "Consumer" means a person (not a business or other entity) with an Eligible Transaction Account primarily for personal, family or household purposes.

g. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account or debit card account, including any required routing information.

h. “External Account” is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

i. “Payment Network” means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

j. “Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.

k. “Payment Instruction” is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

Account to Account Transfer Additional Terms

1. Description of Service, Authorization and Processing.

a. The term “Transfer Money Terms” means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purpose of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the “Service”) enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

1. “Small Business Transfers Service” means functionality, to the extent made available by us, that enables a Business to transfer funds between Account(s) that the Business maintains with us on the one hand, and Account(s) that the Business maintains with other financial institutions, on the other hand. Businesses accessing the Service shall be classified as Small Business Transfers Service users. The Small Business Transfers Service is included in the definition of “Service”.

2. “Instant Transfers” means functionality, to the extent made available by us, that uses Payment Networks designed to transfer funds on the same day or sooner between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. Instant Transfers are only available for financial institutions and applicable Accounts that enabled to send and receive such Instant Transfers. Not all financial institutions and/or Accounts are available to participate in Instant Transfers. Instant Transfers are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution, Payment Network availability, or other factors. Instant Transfers are included in the definition of “Service”.

b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Options (2) and (3) above are not available for Instant Transfers. Further details about each of these options can be found on the Site. When we receive a

Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).

d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;

2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;

3. The transfer is refused as described in Section 6 (Refused Transfers) below;

4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

f. Instant Transfers. The Instant Transfers feature allows for transfers to and from External Accounts that are enabled through a Payment Network designed to deliver transfers on the same day and potentially within minutes, although actual speed will vary, as described below. Instant Transfers are not instantaneous. Delivery speed may vary based upon the fraud, risk and other funds availability policy of the applicable External Account financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks or other financial institutions that may be involved in the transmission of a transfer. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Instant Transfers unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Transfer Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

2. Transfer Methods and Amounts. Section 14 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service). Instant Transfers may not be cancelled as the Transfer Instructions will be processed immediately.

4. Stop Transfer Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 21 of the General Terms (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Account to Account Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. Additional fees may apply for Instant Transfers and Businesses enrolled in the Small Business Transfers Service. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 17 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 17 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers. In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Your Liability for Unauthorized Transfers. This Section 8 (Your Liability for Unauthorized Transfers) applies only to the Small Business Transfers Service.

Federal Regulation E provides certain protections against loss resulting from unauthorized online banking or mobile banking transfers from your personal account, including bill payments or transfers to other accounts. These protections do not apply to business purpose Accounts, regardless of account ownership.

EXTERNAL LOAN PAYMENT SERVICE AGREEMENT

1. Introduction - This Agreement and Disclosure Statement for the External Loan Payment Service (the "Agreement") sets forth the terms and conditions for use of our External Loan Payment Service, as

described herein. The customer (referred to as “you” or “your”) should read this Agreement carefully and keep an electronic or print a hard copy of it for your records. By using any electronic symbols, or processes we provide in order to establish your acceptance of this Agreement and/or other terms and conditions related to the Agreement, you acknowledge and agree that you are using an electronic signature to signify your intent to be bound, and you agree to do business with us and exchange information electronically, as provided in this Agreement and as we may direct. Each time you use any Service described in this Agreement or allow any other person to use any Service in relation to any of your accounts or financial products or services, you are confirming your acceptance of the terms of this Agreement (including, but not limited to, the terms of that particular Service) that are in effect at that time.

2. Description of Services - With the External Loan Payment Service, you may draft a checking account, savings account, money market checking account, money market savings account, or debit card from another financial institution to pay a Crest Savings Bank loan. Once your account with us has terminated for any reason, you will have no further right or access to use the Service. Any customer who is authorized to view loan accounts using the Digital Banking system is eligible for this service.

3. Transaction Limits - We have the right, at any time, to set dollar limits on daily and monthly transactions. If you attempt to initiate a payment more than these limits, the system will not allow you the ability to continue.

4. Eligible Items - You can submit payments to the following: Crest Savings Bank Installment Loans, Mortgage Loans, Lines of Credit, and Commercial Loans.

5. Requirements: Each transaction must have a valid routing number and full account number when submitting the payment. We offer the External Loan Payment Service as an added convenience to you. We have the right to terminate this agreement with no prior written notice. We may terminate this agreement based on but not limited to insufficient/uncollected items and receiving returned items via the Federal Reserve Bank.

6. Payment Processing:

- Payments submitted before 3:00 p.m. (EST) Monday through Friday will be processed as same day (excluding holidays).
- Payments submitted after 3:00 p.m. (EST) Monday through Friday will be processed on the next business day (excluding holidays).
- Payments submitted after 3:00 p.m. (EST) Friday or anytime Saturday or Sunday will be processed on Monday (excluding holidays).

7. Receipt of Payment - Any confirmation from us that we have received the file does not mean that the file contains no errors. We are not responsible for any files that we do not receive. Following receipt, we will process the payment by processing the file. Crest Savings Bank reserves the right, at our sole and absolute discretion, to reject any file for External Loan Payments into your loan account. We will notify you of rejected files.

8. Returned Payments - Any credit to your loan account is provisional. If the original payment is dishonored, rejected, or otherwise returned by the receiving financial institution for payment or are rejected or returned by any commitment for the collecting financial institution that is obtaining the draft payment, for any reason, including, but not limited to, issues relating to debiting funds, you agree that the provisional credit to the loan account will be reversed. You will reimburse us for all loss, cost, or expense caused by, or relating to, the processing of the returned item.

9. Your Warranties - You make the following warranties and representations with respect to each payment pursuant to law, regulation, or clearinghouse rule:

- Each payment is a true and accurate account.

- The amount is accurate.
- You are an authorized signer on the account you have provided to us

10. Compliance with Law - You will use this system for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only transmit acceptable items for payments and in accordance with applicable laws, rules, and regulations.

11. External Loan Payment Service Unavailability - The External Loan Payment Service 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 the External Loan Payment Service is unavailable, you may pay a Crest Savings Bank loan at our branches, through Automatic Transfer Authorization, or by using Bill Pay.

12. Your Responsibility - You are solely responsible for the completeness, accuracy, validity, and integrity of each External Loan Payment initiated. You are solely responsible if you, intentionally or unintentionally, submit fraudulent or incorrect transfer information to us or if External Loan Payment Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper usage to us for processing.

13. Accountholder's Indemnification Obligation - You understand and agree that you are required to indemnify us and hold us harmless against 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.

You understand and agree that you are required to indemnify our technology partners, including but not limited to NCR. NCR, its affiliates, officers, employees, and agents should be held harmless from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Crest Savings Bank or End User's use of the Service, NCR Applications, unless such claim directly results from an action or omission made by NCR in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE EXTERNAL LOAN PAYMENT SERVICE 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 OF THE EXTERNAL LOAN PAYMENT 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 THE EXTERNAL LOAN PAYMENT SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, 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 THE EXTERNAL LOAN PAYMENT

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.

13. Financial Information - You must inform us immediately of such items as, but not limited to your digital banking credentials may have been compromised, any unauthorized or fraudulent items posted to your loan accounts. To report such instances, please contact Crest Savings Bank at 609-522-5115.

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.

CARD CONTROL

1. Introduction - The debit card management feature is offered by Crest Savings Bank (referred to herein as “My Card”, “us”, “we” or “our”) for use by Crest Savings Bank cardholders. The feature is intended to allow you to initiate certain activities for your enrolled Crest Savings Bank debit card(s) via the debit card management feature. Those activities may include the ability to, but not limited to:

- Register the card
- Activate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“Controls”)
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“Alerts”)
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Review your spending by merchant type and/or by date
- Manage Travel Plans- You can add up to 2 travel plans per card and within each travel plan max 15 destinations.

The Feature does not allow for the stoppage of authorized or pre-authorized debit card transactions, and it is not intended to operate as such. In accordance with Mastercard Operating Rules, all transactions for which there is a prior authorization will be paid. This applies to authorizations made if the card is present or not present, and in cases of pre-authorized recurring transactions. Pre-authorized recurring transactions must be stopped in accordance with the agreement made with the merchant involved in the pre-authorizations.

The card management feature may enable access to Crest Savings Bank and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at https://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps, or such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, Crest Savings Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the My Card feature. Data fees may be imposed by your Internet Service Provider (ISP) for the transmission and receipt of messages and Alerts. Make sure your phone number is updated to receive SMS messages. Crest Savings Bank reserves the right to send administrative and

service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Crest Savings Bank's My Card feature.

2. Eligibility - The Feature is only available to individuals who: (a) are of legal age of majority in their jurisdiction of residence (and at least 18 years of age); (b) own a Crest Savings Bank debit card that is in good standing and eligible for the Feature; (c) qualifies for Digital Banking, which is required in order to use the Feature. Eligibility of a Card will be determined by us in our sole discretion. Our decisions with respect to your eligibility are final and binding. We reserve the right to terminate your participation in the Feature at any time. The user must also adhere to the terms and conditions outlined in separate agreements for Digital Banking, Electronic Funds Transfer, and any other applicable agreement.

3. Availability/Interruption - You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to your device ("Notification") is dependent on several factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems that could arise with use of Commands. Notifications of Events may not be available to be sent to your device in all areas.

If you registered to receive Notifications to your device, the card management feature is available when you have your device within the operating range of a wireless carrier with an appropriate signal for data services. The My Card feature is subject to transmission limitations and service interruptions. Crest Savings Bank does not guarantee that the card management feature (or any portion thereof) will always be available or in all areas. You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither Crest Savings Bank nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Crest Savings Bank nor its third-party service providers shall be liable to you if you are unable to receive Notifications on your device in your intended area. Crest Savings Bank, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification.

4. Links to Other Sites - The Feature may contain links to third party websites. When you click on a link to any other website or location, you will leave the Feature and go to another site and another entity may collect personal and/or anonymous information from you. The Feature's provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites. We encourage you to read the privacy policy of every website you visit.

5. No Amendment to Existing Terms and Conditions for Debit Cards - Transaction alerts that are provided to you through this Feature do not amend, supplement, change or replace any other notice or information that you may receive in connection with your card, including, but not limited to, any information provided to you on your periodic statement or cardmember agreement.

6. No Warranties - Crest Savings Bank, its directors, officers, employees, assigns, related parties, affiliates, subsidiaries, divisions, and promotion agencies or the Feature providers (collectively, "Participatory Parties") specifically disclaim any responsibility and all warranties of any kind, whether

express or implied, as to the operation of the Feature or equipment. Use of the Feature is at your sole risk.

7. Indemnity - You agree to indemnify and hold harmless the Participatory Parties from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Feature in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth herein.

8. Limitation of Liability - In no event shall Participatory Parties be liable to you or any third party for any direct, indirect, consequential, or punitive loss or damage for any breach of this agreement, including but not limited to loss of profits, loss of business or goodwill, or loss of use even if we have been advised of the possibility of such loss or damage or any claim by any third party. Participatory Parties shall not be liable if the Feature cannot be provided (or any part thereof) or for any failure to perform any obligations contained in this agreement due to, directly or indirectly, the failure of any equipment, act of God, or any other event beyond our control. Participatory Parties specifically disclaim all liability whatsoever with respect to any failure to protect the Feature or provide the Feature error-free or uninterrupted.

9. Dispute Resolution – Any claim shall be handled in accordance with the dispute resolution provisions of the agreement governing your Card account.

10. Termination - We may terminate or suspend the Feature, or your use of the Feature, at any time without notice. You may terminate your use of the Feature at any time through Digital Banking. Without limiting the foregoing, this Agreement may be terminated if you breach any term of the Agreement, if you use the Features for any unauthorized or illegal purposes or if you use the Feature in a manner inconsistent with the terms of your other Agreements with us.

11. Your Consent - You agree to be bound by these Terms and Conditions and represent and warrant that you have the right, authority, and capacity to enter into this agreement. By using the Feature and agreeing to these Terms, you are signing these Terms electronically. You agree your electronic signature is the legal equivalent of your manual signature on these Terms and you agree to be legally bound thereby.

In Case of Errors or Questions About Your Electronic Funds Transfers

Telephone us at 609-522-5115, or write us at 3301 Pacific Avenue in Wildwood, New Jersey 08260 or email 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 of the account to which the error relates.
- 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 about the results within 3 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.