



AmboyNET

AGREEMENT AND DISCLOSURE

This AmboyNET Agreement and Disclosure ("Agreement") is the contract which covers your and our rights and responsibilities concerning the AmboyNET services offered to you by Amboy Bank ("Financial Institution"). The AmboyNET service permits you to electronically initiate account transactions involving your accounts and communicate with Amboy Bank. In this Agreement, the words "you", "your" and "yours" mean those who request and use AmboyNET, any joint owners of accounts accessed under this Agreement or any authorized users of this service. The words "we," "us," and "our" mean Amboy Bank. The word "account" means any one or more accounts you have with Amboy Bank. By requesting and using the AmboyNET service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

AMBOYNET SERVICE.

Account Access. If we approve your application for the AmboyNET service, you may use your personal computer to access your accounts. You must use your Access Code along with your Personal Identification number (PIN) to access your accounts. The AmboyNET service is accessible seven (7) days a week, twenty-four (24) hours a day through your Internet Service Provider. You will need a personal computer, direct dial modem and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of any software and your computer. Amboy Bank will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or your computer.

If AmboyNET is not activated within 30 days of your application approval, you need to submit a new application in order to gain online access to your account. If AmboyNET is inactive for 90 days or more after activation, your online access may be cancelled.

Types of Transactions. At the present time, you may use the AmboyNET service to:

- Transfer funds between your checking, savings and loan accounts.
- Review account balance, transaction history and tax information for any of your checking, savings or loan accounts.
- Download your account information to financial management software programs like Quicken® or Microsoft® Money, if applicable.
- Make bill payments to a vendor or business (payee), review bill payment history and make scheduled bill payment changes.
- Conduct other transactions permitted by Amboy Bank.
- Communicate with Amboy Bank using the electronic mail ("E-mail") feature.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your account agreement and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

Service Limitations. The following limitations on AmboyNET transactions may apply in using the services listed above:

- a. **Transfers.** You may make funds transfers to other accounts of yours as often as you like. However, transfers and bill payments from a savings or a money market account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. Amboy Bank reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- b. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM and other electronic transactions and our Funds Availability Policy.
- c. **E-Mail.** Amboy Bank may not immediately receive E-mail communications that you send and Amboy Bank will not take action based on E-mail requests until Amboy Bank actually receives your message and has a reasonable opportunity to act. If you need to contact Amboy immediately regarding an unauthorized transaction or stop payment request, you may call Amboy Bank at the telephone number set forth in the Liability for Unauthorized Access section.

SECURITY OF ACCESS CODE. The personal identification number (PIN) or Access Code ("access code") issued to you is for your security purposes. The Access Code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Access Code. You agree not to disclose or otherwise make your Access Code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your Access Code, that authority shall continue until you specifically revoke such authority by notifying the Amboy Bank. If you fail to maintain the security of these access codes and Amboy Bank suffers a loss, we may terminate your AmboyNET access and account services immediately.

LIABILITY FOR UNAUTHORIZED ACCESS. You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use the AmboyNET service or your Access Code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Access Code or accessed your accounts through AmboyNET without your authorization. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose not more than fifty dollars (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or Access Code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00). In any event your liability for unauthorized line of credit transactions through AmboyNET is fifty dollars (\$50.00).

Also, if your statement shows AmboyNET transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe that someone has used your Access Code or has transferred or may transfer money from your account without your permission, call Amboy Bank at: 1-800-411-5002

or write Amboy Bank at:

Amboy Bank
AmboyNET
3590 US Highway 9 South
Old Bridge, NJ 08857

BUSINESS DAYS. Our business days are Monday through Friday. Holidays are not included.

FEES AND CHARGES. There are certain charges for AmboyNET services as set forth on Amboy Bank's Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement.

PERIODIC STATEMENTS. While you are signed up for AmboyNET, you will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. Transfers, withdrawals, and bill payments transacted through AmboyNET will be recorded on your periodic statement. As part of our AmboyNET online banking service, your paper statements and notices will be sent electronically by password protected email.

ACCOUNT INFORMATION DISCLOSURE. We will disclose information to third parties about your account or the transfers you make if:

- The disclosure is necessary for the completion of an electronic fund transfer;
- The disclosure is for the purpose of verifying the existence and condition of an account for a third party, including, but not limited to, a credit bureau or merchant;
- The disclosure is made to a government agency in the exercise of its statutory functions with respect to a person applying for or receiving public assistance;
- The possessor of the account gives written permission to Amboy Bank to disclose the information;
- The disclosure is necessary to resolve an error or an inquiry as to an alleged error;
- The disclosure is made to a supervisory agency in the exercise of its supervisory and regulatory examination functions with respect to a financial institution.

FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.

If we do not complete a transfer to or from your account on time or in the correct amount

according to our agreement with you and the instructions you transmit, we will be liable for your actual losses or damages. However, Amboy Bank will not be liable:

- If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong Access Code or you have not properly followed any applicable computer, Internet Access, or Amboy Bank's user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the AmboyNET service was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given Amboy Bank complete, correct and current instructions so the Amboy Bank can process a transfer or bill payment.
- If the error was caused by a system beyond Amboy Bank's control, such as your Internet Service Provider.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If Amboy Bank makes a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- If there are other exceptions as established by Amboy Bank from time to time.

TERMINATION OF AMBOYNET SERVICES. You agree that we may terminate this Agreement and your use of the AmboyNET services if you or any authorized user of your account or Access Code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or Access Code.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

NOTICES. Amboy Bank reserves the right to change the terms and conditions upon which this service is offered. Amboy Bank will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of the AmboyNET service is subject to existing regulations governing your accounts and any future changes to those regulations.

BILLING ERRORS. In case of errors or questions about your AmboyNET transactions, telephone us at the phone number or write to us at the address set forth above in the Liability for Unauthorized Access section as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days. We will determine whether an error occurred within ten (10)

business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds 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 ten (10) business days, we may not credit your account.

We will tell you the results within three (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.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days.

ENFORCEMENT. You agree to be liable to Amboy Bank for any liability, loss, or expense as provided in this Agreement that Amboy Bank incurs as a result of any dispute involving your accounts or services. You authorize Amboy Bank to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of New Jersey where you opened your account. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.

Ver. November 2014



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