

Customer Agreement for Online Business Banking

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I. Introduction

1. This Agreement, for accessing your Columbia Bank Business accounts through our Business Online Banking service, along with our Related Business Services Business Checking Fees (collectively, the "Agreement"), explains the terms and conditions governing our Online Banking. Please read this Agreement carefully. By enrolling, electronically or otherwise, and by using Business Online Banking, you agree to be bound by the terms and conditions of this Agreement. This Agreement also contains important information regarding what you should do if you believe that an unauthorized person has gained access to your account(s) or an error has occurred. Keep this Agreement for future reference. This Agreement will be governed by the laws and regulations of the State of New Jersey and the United States, as amended from time to time.

2. Each of your deposit accounts at Columbia Bank is also governed by a Deposit Account Agreement and Disclosure which includes an Account Agreement, Funds Availability Disclosure, Electronic Fund Transfer Disclosure, W-9 instructions and General Schedule of Fees. The Deposit Account Agreement and Disclosures also apply to any electronic fund transfers made to or from your accounts by use of Business Online Banking. This Agreement will control in the event of any conflict between the Account Disclosures and this Agreement.

3. Throughout this Agreement, the following terms will have the meanings set forth below:

"Authorized User" refers to a person who is a common owner of any or all Business Online Banking Accounts, a "Super User" or "Subordinate User" designated by the Customer.

"access" refers to the ability to obtain account information, electronic messages, transfer funds between accounts, as described further in this Agreement.

"Columbia Business Online Banking" means the ability through Business Online Banking to access transaction information on Eligible Accounts through Online Banking and transfer funds among those accounts.

"Columbia Online Bill Payment" means the ability to perform payments to third parties from your designated account through instructions entered into Online Banking.

"Bill Payment Account" means your designated Columbia Bank checking account from which bill payments will be made.

"Business Online Banking Services" means Columbia Bank's Online Banking by web service which includes collectively Account Access Service, Automated Clearing House Services, Wire Transfer Services and Bill Payment Services and such other computer-based banking services that Columbia Bank may make available from time to time.

"business account" means any Columbia Bank deposit account that is not being used for personal, family, or household purposes.

"business customer" means the owner of a business account.

"business day" means Monday through Friday, excluding Saturday, Sunday and banking holidays set forth under the laws of the United States.

"Eligible Accounts" are those types of Columbia Bank accounts referred to in Section II of this Agreement, which may be accessed through Online Banking.

"ET" means Eastern Time.

"CT" means Central Time.

"personal account" means any Columbia Bank deposit account or loan that is used for personal, family, or household purposes.

"Password" means the confidential personal identification number or other confidential code selected by you for identification purposes in connection with the use of Online Banking.

"Bank," "we" and "us" refer to Columbia Bank.

"Service Fee Account" means the Columbia Bank account(s) you have designated to be charged for all fees and charges associated with Online Banking and Bill Paying.

"transaction" means any electronic banking transaction, including a deposit, withdrawal or bill payment made electronically.

"you," "your" and "yours" refer to each business customer who requests Business Online Banking and/or Bill Paying, as well as any person authorized by you to use Business Online Banking.

"Bill Payment Agent" refers to our Bill Payment Processor used to support the Bill Payment function.

II. Accessing Your Eligible Accounts

You can access the following Columbia Bank accounts through Online Banking:

Eligible Account Types

Checking Account

Statement Savings
Money Market
Certificate of Deposit
Loans
Residential Mortgage Loans

Note: Columbia Bank may from time to time amend this list of eligible accounts.

You must provide us with the account numbers for each of your Accounts in order to have access to them. Your Password will access all accounts that you have requested to be linked for Business Online Banking purposes.

Business Online Banking is available for business accounts only and does not include personal accounts, except for sole proprietors. Sole proprietors may link a personal account only when: (1) it is used for business purposes and (2) there is agreement to the terms and conditions of the Business Online Banking Agreement and Electronic Funds Transfer Disclosure.

Notes to business customers accessing business accounts: By enrolling in Business Online Banking you will be given access to all Columbia Bank accounts of which you are an owner and which are considered Eligible Accounts. You will also be given the ability to transfer funds between those Eligible Accounts except for Certificates of Deposit. If your account(s) require two or more signatures to conduct a transaction, by accepting the terms of this agreement, you hereby waive that requirement for Online Transactions only.

III. Web Site Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS WEBSITE.

BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY COLUMBIA BANK.

NO WARRANTY.

THE INFORMATION AND MATERIALS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS - ARE PROVIDED "AS IS," "AS AVAILABLE". COLUMBIA BANK DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS ANDEXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM

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LIMITATION OF LIABILITY.

IN NO EVENT WILL COLUMBIA BANK BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF COLUMBIA BANK, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. HYPERLINKS TO OTHER INTERNET RESOURCES ARE AT YOUR OWN RISK; THE CONTENT, ACCURACY, OPINIONS EXPRESSED, AND OTHER LINKS PROVIDED BY THESE RESOURCES ARE NOT INVESTIGATED, VERIFIED, MONITORED, OR ENDORSED BY COLUMBIA BANK.

IV. Terms and Conditions

A. General Online Banking Terms and Conditions For All Customers. This section applies to customers accessing their accounts.

1. Fees

Fees for business customers are disclosed in our Related Business Services page under Business Checking. You agree to pay promptly all fees and charges for Online Banking and authorize us to charge the Service Fee Account or, if there are insufficient available funds in the Service Fee Account, any other of your Columbia Bank accounts for the fees. You agree to be responsible for telephone charges to the extent that any may be incurred through use of Online Banking.

If you wish to close any Checking Account which is acting as your Service Fee Account and/or your Bill Payment Account, you must notify us prior to such closing and identify a new Checking Account which is to serve as your Service Fee Account and/or your Bill Payment Account for Online Banking. Failure to notify us may result in the termination of Online Banking, and you agree that we may charge any account you have with Columbia Bank for the amount of any outstanding charges you owe.

2. How to Contact Us

Call a Cash Management Customer Representative at 1-800-522-4167 ext. 5655 (outside the continental U.S. call (201)794-5655) during normal business hours.

Send us an [E-Mail](#) or,

Write to us at: Columbia Bank, 19-01 Route 208 North, Fair Lawn, NJ 07410

Attn: Internet Banking Representative.

3. Use of Electronic Messages

Sending electronic messages through Online Banking is a way to communicate with the Bank, as required elsewhere in this Agreement. However, there may be times when you need to speak with someone immediately (especially to report a lost or stolen Password). In these cases, do not use an electronic message.

Instead, call us at 1-800-522-4167, ext. 5655 (outside the continental U.S. call (201)794-5655) during normal business hours. Also, it is important to remember that you cannot use an electronic message through Online Banking to either transfer funds between accounts or to conduct transactions, such as paying bills. To accomplish these activities, please follow the appropriate instructions provided by Online Banking.

By enrolling in Online Banking, you agree that we may communicate with you through your Online Banking electronic message address for the purpose of sending you notices of any changes in terms to this Agreement or for providing you such other disclosures or notices as may be required by applicable laws or regulations.

4. Addition of New Services

Columbia Bank may, from time to time, introduce new online services. We may notify you of the existence of these new services when they become available and, if you choose to make use of any new service, you agree to be bound by any terms and conditions regarding the new services that we may send to you.

5. Cancellation and Reinstatement of Online Banking If you wish to cancel Columbia Online Banking and/or Columbia Online Bill Payment, you may send us an electronic message, call us, or send us cancellation instructions in writing to Columbia Bank Attn: Internet Banking 19-01 Route 208 North, Fair Lawn, NJ 07410 or via [E-Mail](#).

In order to reinstate your Online Banking service, access Online Banking by Web at columbiabankonline.com and by accepting our Customer Agreement and authorization instructions for activating Online Banking, as well as, completing the Online Banking Application your service will be activated. If you do not access your Columbia Bank accounts via Online Banking for any three (3) month period, for your protection, we reserve the right to disconnect your service.

6. Limitations, Priority and Performance of Transactions

Any one bill payment item cannot be for an amount greater than \$9,999.99. We may, from time to time, limit the type, number and dollar amounts of any checks, drafts, withdrawals, or transfers made by use of Online Banking, notwithstanding the amount in your accounts. Limits on the number of transactions that you may perform on your Columbia Bank checking, NOW, Money Market or statement savings accounts are described in the applicable Account Agreement for such accounts.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold is removed.

If you schedule an Online Banking transaction to occur on a non-business day, we reserve the right to debit funds from your applicable Eligible Account on the first business day following the transfer date or bill payment pay date.

If there are not sufficient funds or available funds on the effective date of the transfer, we may not complete the transfer and a service charge and/or late charge may be assessed to the account(s).

7. Termination, Amendment and Assignment

We reserve the right to terminate or amend this Agreement, or your access to Online Banking, at any time with any notice as may be required by law. You agree that any required notice may be sent to you electronically at your Online Banking electronic message address. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

8. Recording of Information and Disclosure to Third Parties

The collection of personal information online is designed to protect access to your personal accounts and to assist the bank in providing you with the products and services you want and need. All personal information collected and stored by the bank is used for specific business purposes to protect and administer your personal accounts and transactions, to comply with state and federal banking regulations, and to help the bank better understand your financial needs in order to design or improve our products and services.

Employing stringent security measures in the collection of your personal information, all Columbia Bank online account applications are submitted to the bank's secure administration site through an encrypted direct line to the bank. Once received by the bank, only approved personnel may open and process the

application. Furthermore, auditing mechanisms have been put into place to further protect your information by identifying which employee(s) has accessed and in any way modified, updated, or added to your personal information.

When visiting our Web site to read or download information, we do not collect information about you, but we do collect and store information about your Internet connection and the date and time of your visit. Specifically, we record:

- The name of the domain from which you access the Internet (for example, aol.com, if you are connecting from an America Online account, or princeton.edu, if you are connecting from Princeton University's domain).
- The Internet address of the Web site from which you linked directly to our site, if any (for example, www.fdic.gov, if you are following a link from the FDIC Web site, or www.yahoo.com, if you are using the Yahoo search engine).
- The type of web browsing software you are using to view our site.
- The date and time you accessed our site.
- The pages from where you entered and exited our site.

The information and electronic messages you enter through Online Banking may be recorded. We may disclose information about your Eligible Accounts, or the transfers, transactions or payments you perform, to third parties and you hereby authorize those third parties to disclose similar information to us:

- a. where it is necessary for completing transfers or transactions; or
- b. in order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant, another financial institution; or
- c. in order to comply with government agency or court orders, or investigations or examinations by our bank regulators; or
- d. in the investigation or prosecution of alleged fraudulent activity concerning your accounts; or
- e. if you give us your permission; or
- f. as may be otherwise authorized in other agreements with us.

B. Online Banking Terms and Conditions For Accessing Business Accounts.

1. All Business Online Banking transactions shall be authorized by the "Super User" designated by the customer or by a "Subordinate User" authorized by the Super User. Only the Super User can authorize or terminate the authorization of a Subordinate User. The Bank cannot authorize or terminate the authority of a Subordinate User to access the Customer's Online Accounts. The Super User and all Subordinate Users shall be deemed to be authorized representatives of the

Customer with respect to all transactions effected through Business Online Banking.

We are entitled to act on transaction instructions received using your company user name and you agree that any instruction we receive shall be given the same legal effect as a written and signed paper instruction.

2. You are responsible for keeping your Password and account data confidential. We are entitled to act on transaction instructions received using your Password, and you agree that the use of your Password will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing, at the address below, that you have revoked the authorization and changed your Password, and you are responsible for any transactions made by such persons until you notify us that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon the change of your Password.

Columbia Bank
19-01 Route 208 N
Fair Lawn, New Jersey 07410
Tel: (800) 522-4167

3. You should notify us immediately if you believe any of your Accounts have been accessed without permission. Contacting us right away will help you reduce possible losses. Telephone or write us at:

Columbia Bank
19-01 Route 208 N
Fair Lawn, New Jersey 07410
Tel: (800) 522-4167

You are fully responsible for any transactions made by use of your company user name and password to access your business account(s). You agree to immediately reimburse us for any loss, claim, or damage which we sustain as a result of the use of your company user name and password to access your business account(s). We shall have no liability for any loss, claim or damage which you sustain as a result of the use of your Company name and password to access your business account(s). This is true even if the password is lost, stolen, or obtained or retained by a person not authorized by you to initiate electronic transfers.

4. We assume no responsibility to discover, auditor report to you any possible breach of security by your agents or representatives or unauthorized disclosure or use of your Password. In the event that you suspect any compromise of security (whether or not involving your employee or agents), you shall promptly notify us and you shall immediately change your Password.

5. We shall only be liable for our own negligence or willful misconduct and shall not be responsible for any loss or damage arising from or in connection with (a) any inaccuracy, act or failure to act on the part of any person not within our control or (b) any error, failure or delay in execution of any transfer resulting from circumstances beyond our control including, but not limited to, any inoperability of communication facilities. You agree that if we perform any transfer based on our receipt of your Password, regardless of whether or not you authorized the transfer, you will be bound by the transfer.

You agree to promptly examine all periodic statements of Eligible Accounts affected by transfers and any confirmations of transfers which we or other banks may send or make available to you, and to promptly notify us of any discrepancy within ten (10) days of your receipt of any periodic statement or confirmation. We shall not be liable for any loss or damage arising from or in connection with any transfer reflected on such periodic statement or confirmation.

In no event shall we be liable for any consequential, incidental, special or indirect losses, damages (including dishonor of checks or other items), or expenses (including attorneys fees) which you incur or suffer by reason of this Agreement or the Online Banking Services provided hereunder, whether or not the likelihood of such losses or damages was known by us.

C. Columbia Online Banking

1. You can obtain transaction history on Eligible Accounts and transfer funds, or conduct transactions subject to the limitations on transfers set forth in this Agreement or the Deposit Account Agreement, among Eligible Accounts. Activity information as of the close of the previous day will normally be available by 8 AM (ET) the next day.

2. You can access your Eligible Accounts through Online Banking seven days a week. Excluding Holidays, any transfer between your Eligible Accounts conducted up until approximately 7 PM (ET) Monday through Friday and approximately 3 PM (ET) Saturday will be posted to your account the same day. Transfers completed after those hours, on Sunday and holidays will normally not be processed until the next business day except for Friday's which will normally be posted on Saturday.

3. You may use Business Online Banking (i) to instruct the Bank to wire transfer funds, in a specified amount, from a Business Online Banking account or to a specified third party on your behalf, or (ii) to make an ACH debit or credit to a Business Online Banking Account or to a third party with an account at the Bank or at another financial institution. If a wire transfer or ACH transaction involves an account at another financial institution the other financial institution must be capable of receiving the transfer, debit, or credit from the Bank. Your instructions will include all information reasonably requested by the Bank and will comply with any security procedures instituted by the Bank. You will also comply with any set-up or other procedures required by the recipient of a transfer (such as the prearrangement required by the Internal Revenue Service for electronic tax payments). You agree not to request an ACH debit to a third party account unless you have in your possession an authorization for the transaction signed by the third party, and will retain the original or a microfilm record for two (2) years after termination or revocation of such authorization.

The Bank will use reasonable efforts to complete a wire transfer or ACH transaction in accordance with your instructions, although transactions requested after the Bank's normal cut-off time on any business day may not be completed until the next business day. If the instructions include a receiving bank's name and ABA number that are inconsistent, the transaction may be completed on the basis of the ABA number; if any recipient's name and account number as provided by you are inconsistent, the transaction may be completed on the basis of the account number. If you request a modification to or cancellation of a transaction instruction, the Bank will use reasonable efforts to effect such modification or cancellation, but shall not be liable if it is unable to do so.

You agree to comply with applicable rules, regulations, and laws in effect from time to time with respect to all requested wire transfer and ACH transactions. This includes, but is not limited to, the National Automated Clearing House Association (NACHA) Rules and any requirements of the Office of Foreign Assets Control ("OFAC"). Information regarding OFAC requirements can be obtained by calling the OFAC Compliance Hotline at 1-800-540-OFAC. Failure to comply with applicable NACHA Rules could result in liability for fines and other penalties assessed against the Bank pursuant to those Rules.

D. Columbia Online Bill Payment

The Bill Payment service permits you to use your Internet-enabled device to direct payments from your selected online Bill Payment Account to third parties you wish to pay. We have contracted with our Bill Payment Agent to perform these payments for you. Your Bill Payment Account must be a Columbia Bank checking account. Through the Bill Payment service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the account that you designate 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. We reserve the right to restrict types of payees to whom payments may be made using the Bill Payment service from time to time. You should not use the Bill Payment service to make payments to settle securities purchases, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday or holiday), funds must be available in your Bill Payment Account the following business day (e.g., Monday). 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.

You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly or monthly intervals (a "recurring payment"). If a recurring payment is chosen, the bill will be paid automatically each billing period provided sufficient funds are available. 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.

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. You should schedule a payment to a new payee at least seven (7) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee. For all subsequent payments, you agree to allow up to five (5) 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. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, a representative from our Bill Payment Agent will

work with the payee on your behalf to attempt to have any late fees or charges reversed.

If you are assessed a fee due to a late or missed payment and you believe the fee assessment is an error, you must contact Bill Payment Customer Service at 1-800-825-4321 Monday through Friday 7:00 A.M. to 9:00 P.M. CT and Saturday 8:00 A.M. to 5:00 P.M. CT.

Once Customer Service has been contacted, they will submit a research request to the Bill Payment Research Department. If it is determined that you followed the proper Bill Payment procedures, Customer Service will:

- Credit your checking account for the full amount of late charges assessed by the payee
AND
- Send a written statement to the payee explaining that you are not at fault for the late or missed payment.

If it is determined that you did not follow the proper Bill Payment procedures, you will be responsible for any fees assessed by the payee.

Columbia Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. Columbia Bank will not be liable in any way for damages you incur if you do not have sufficient available 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 Columbia Bank.

If the session during which you schedule a payment ends by 10:00 p.m. (ET) on a business day, Columbia Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the service, the time recorded by the Online Banking service controls.

You will be liable to the Bill Payment Agent and to Columbia 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 Columbia Bank or the Bill Payment Agent is paid. You will also be responsible for any insufficient/uncollected fund charges.

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. (ET) on the business day the transaction is scheduled to be initiated. If you wish to cancel a payment after it is issued please call our Bill Payment Agent at 1-800-823-7555. If they agree to stop this payment, you may be charged a stop payment fee as detailed in the General Schedule of Fees. Stop payment orders, whether oral, written, or electronic, will be in effect for a period of six months. If requested, you will confirm any stop payment order in writing. After six months, any stop payment will terminate and must be renewed in order to continue in effect. Any item that is presented following the lapse of any stop payment order may be paid.

We recommend that you read and print this agreement before accepting.