

**SB One Bank
Online Banking Agreement**

Our Agreement

This Online Banking Agreement and Disclosure Statement (the "Agreement") provides the terms and conditions governing the use of online banking service offered by SB One Bank. It describes your rights and obligations as a user of SB One Bank's Online Banking. It also describes the rights and obligations of SB One Bank. This Agreement is a contract between you and SB One Bank. By using the Services, you agree to abide by and be bound by the terms and conditions of this Agreement. We reserve the right to amend or terminate this Agreement and the Services at any time.

"We", "Us", "Our" and "Bank" refer to SB One Bank.

"You" refers to an authorized individual who uses an Online Banking User ID and/or an Online Banking Password to access any account or service offered by SB One Bank.

By directing SB One Bank, through the use of any Online Banking service initiated with your User ID and Password, to transfer funds or make a payment of any kind, you authorize SB One Bank to withdraw from the designated account the amount of funds required to complete the transaction. Any requests or instructions we receive from you through Online Banking using your User ID and Password shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes requests with respect to funds in your account, stop payment orders, or any other communication you provide us through Online Banking using your User ID and Password.

Questions or Concerns

If you have any questions regarding this Agreement or SB One Bank Online Banking services we offer, you may reach us by telephone during our normal business hours at 844-256-7328 or email us securely from our website www.sbone.bank.

Definitions

A request for Online Banking services may access any account on which you are listed as an owner or signer. For joint accounts, one or more account holders may request Online Banking services and each will have their own User ID and Password. Regardless of whether one or more account holders of a joint account subscribe to the Online Banking services, each account holder agrees that any account holder has the authority to use the Online Banking services. All account holders agree to be jointly and severally liable under the terms of this Agreement and all other agreements which govern your account.

"Customer" is defined as the individual or entity using any of the services of SB One Bank's Online Banking services.

"Customer Instruction" is defined as any request or instruction that is received by SB One Bank through Online Banking or any Online Banking service.

"Online Banking Services" is defined as Online Banking, Bill Payment, Bank to Bank Transfers and Pop Money.

"Linked Accounts" is defined to include all accounts of the Customer that are accessible through Online Banking.

"Business Day" is defined as every day except Saturdays, Sundays, and Bank holidays.

Accessing Online Banking

Online Banking services may be accessed online through our Website www.sbone.bank

Enrolling in Online Banking Services

You may enroll either by completing the online application form or by stopping in to a SB One Bank branch. By using the Online Banking service you accept and agree to be bound by the terms and conditions of this Agreement as well as all other applicable disclosures, schedules, and agreements, as each may be amended from time to time. SB One Bank, at its sole discretion, reserves the right to refuse to accept any existing or new customer for Online Banking.

ID and Password Security

You are responsible to properly safeguard the confidentiality of your User ID(s) and Password(s). We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder, and will treat each transaction using your User ID and Password as authorized by you. It is your responsibility to immediately change your Password and notify the Bank if you believe it is lost, stolen or compromised. Therefore, you agree to release SB One Bank from any and all liability, and agree not to make any claim against SB One Bank or bring any action against SB One Bank, relating to its honoring or allowing any business or transactions conducted by any person under your Password or acting upon messages or authorizations provided to us using your Password.

When SB One Bank first commences your SB One Bank Online Banking, we will establish access for you using a temporary Password. You will be required to change your Password upon your first login and regularly thereafter. You agree that you will not under any circumstances disclose your Login ID and Password to anyone, including anyone claiming to represent SB One Bank. We acknowledge that no one from SB One Bank will ever ask you for your Password, and that SB One Bank employees do not need your Password for any reason.

SB One Bank is entitled to act upon instructions we receive with respect to any SB One Bank Online Banking service under your User ID and Password. You are liable for all transactions made or authorized with the use of your Password (except as your liability may be limited by law). SB One Bank has no responsibility for establishing the identity of any person who uses your Password. You agree that if you give your Password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your Password will be able to view and have access to your accounts. You agree that the use of the User ID and Password constitutes a "commercially reasonable" security procedure for the verification of the authenticity and accuracy of transactions initiated through the service.

In order to protect yourself against fraud, you need to adhere to the following guidelines:

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

- Your Password should not be associated with any commonly known personal identification, such as social security numbers, addresses, date of birth, names of children, and should be memorized rather than written down. We recommend that you create a Password that utilizes both upper and lower case alpha and numeric characters for purposes of security.
- Never leave your account information within range of others to view.
- Do not send privileged account information (account number, Password, etc.) in any public or general email system.

Lost, Stolen, or Compromised Password

If you believe your User ID and Password have been lost or stolen or if you believe that someone has conducted transactions from your account without your permission, please immediately change your Password on the Online Banking Options page and call SB One Bank at 844-256-7328 or securely email us from our website www.sbone.bank. Failure to notify us immediately could result in the loss of all money accessible by the Password.

Account Access

Online Banking can be used to access the SB One Bank accounts that you are listed as an owner or a signer. If at any time you wish to add, change, or delete any of your accounts linked to Online Banking, you must provide us with advance written notice via an electronic message (email type) within your SB One Bank Online Banking session, postal mail, or secure email from our website. Be aware, however, that all accounts designated may be accessed and viewed by any party having access to the User ID and Password, even if that person is not a designated owner of the account or if such person does not have access rights other than electronically through Online Banking. We undertake no obligation to monitor transactions through SB One Bank Online Banking to determine that they are made on behalf of the account holder, and will treat each transaction using your User ID and Password as authorized by you. Remember, it is your responsibility to immediately notify the Bank if your Password is lost, stolen or compromised.

Services Available with SB One Bank Online Banking

You can use SB One Bank Online Banking to check the balance of your SB One Bank accounts, view SB One Bank account histories, transfer funds between your SB One Bank accounts, view account statements, place stop payment requests, pay bills, receive account alerts and make payments to virtually anyone in the United States. You can use SB One Bank Online Banking seven days a week, twenty-four hours a day. There will however, be occasions when some or all SB One Bank Online Banking services may not be available due to emergency or scheduled system maintenance. We will attempt to post notice of any extended periods of non-availability.

Limitations on Frequency of Transfers and Dollar Amounts

The number of transfers from SB One Bank accounts and the amounts, which may be transferred, may be subject to certain limits pursuant to the terms of the applicable deposit agreement and disclosure for those 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 expires. Transfers from a linked line of credit account are subject to the terms of the credit agreement. You may not make a transfer in excess of the dollar amount in your account.

Authority to Transfer Funds

You agree that if there is a requirement to verify two or more signatures on checks, withdrawals, or a transfer of funds, that requirement does NOT apply to online transfers of funds between linked accounts, or Bill Payments using SB One Bank's Online Banking Services.

Transfer Processing

This table refers to processing times applicable to the Transfer service used to make transfers between SB One Bank accounts. We process transactions and update information only on Bank business days. Our business days are Monday through Friday. Saturday, Sunday and Bank holidays are not business days. This table may be amended at SB One Bank's discretion.

<u>Date of Transfer Request</u>	<u>Date Transfer will be made</u>
<u>One-time transfers</u> On a Business Day before 7:00 p.m. (ET)	Same Business Day that the transfer is requested
On a Business Day after 7:00 p.m. (ET)	Next Business Day after the transfer is requested
On a day other than a Business Day	Next Business Day after the transfer is requested
<u>Recurring scheduled transfers</u> Transfers with next transfer date scheduled to fall on a day other than a Business Day	Next Business Day after the scheduled date

After you send transfer instructions you will receive a confirmation number. The confirmation number should be retained by you, as it will help us in resolving any questions you may have concerning a transfer. The Bank may reject a transfer instruction if there are insufficient Available Funds in your Accounts.

Payments of SB One Bank Loans

You may make your SB One Bank loan payment by using the transfer function on your checking or savings account and selecting your loan as the transfer to account. The loan needs to be a linked account on your Online Banking.

Using SB One Bank Online Banking to Stop Payment on Checks You Have Written

You may initiate stop-payment requests online via SB One Bank Online Banking only for paper checks you have written (non-electronically) on your SB One Bank accounts. Request for a stop-payment must be placed prior to the item posting to your account. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. SB One Bank shall have no responsibility to determine the accuracy of such information. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. The stop-payment order will be in effect for a period of six months from the date the stop payment is submitted through our online banking system. After six months, any stop-payment will be terminated and must be renewed in order to continue in effect.

You agree to indemnify SB One Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by SB One Bank because of refusing

payment pursuant to your stop-payment order. You agree not to hold SB One Bank liable on account of payment contrary to your stop-payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by the undersigned are returned for insufficient funds.

Posting Of Information

Information shown on SB One Bank Online Banking is generally current as of the preceding Business Day. The Account balance may include deposits still subject to verification or other items memo posted to the account by us and may not include deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges. Please note that SB One Bank Online Banking identifies scheduled transfers based upon the User ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any scheduled transfers from your accounts in order to avoid overdrafts.

Service Interruption

At certain times Online Banking may not be available due to system maintenance or circumstances beyond our control. During such times, or if for some reason you are not able to access Online Banking online, you may call us at 844-256-7328 to use our Telephone Banking.

Obligation to Execute Customer Instructions

We are not obligated to execute customer instructions nor are we liable:

- If, through no fault of ours, you do not have enough money in your Account to complete the transaction, or if the money in the Account from which a payment or transfer is to be made is subject to legal process or other claim restricting the transaction;
- If you did not properly follow the provisions of this Agreement, the online instructions for the Online Banking service or other instructions for making a transfer or bill payment;
- If we have received incomplete or inaccurate information from you or a third party with respect to a transfer or bill payment;
- If you have not provided the correct names, telephone numbers, addresses, or account information of your payees;
- If circumstances beyond our control (such as, but not limited to fire, flood or interference from an outside force, acts of governmental authorities, communications equipment failures, or equipment malfunction occurring despite ordinary maintenance) prevent, delay or alter the transaction, despite reasonable precautions that we have taken;
- If we have reason to believe it may not be authorized by you or involves funds subject to a hold dispute, restriction or legal process we believe prevents their withdrawal;
- If it would result in exceeding any credit limit established by us or by you;
- If it would violate any applicable provision to any federal or state regulatory authority;
- If it is not in accordance with any term or condition applicable to the Linked Accounts, Online Banking services, or with our policies, procedures, instructions, or practices;
- If we have reasonable cause not to honor for our or your protection;
- We have terminated this Agreement or closed the Account.

Disclaimer of Warranty and Limitation of Liability.

Our liability to you is explained in the agreements, notices and disclosures provided to you from time to time for your Linked Accounts. This section applies only to the extent not otherwise provided for. Under no circumstances will we have any liability to you for failing to provide you access to your

Linked Accounts through Online Banking Services. Our sole obligation to you arising out of the non-availability of the Online Banking Service shall be to use commercially reasonable efforts to resume such services. Our service providers are independent contractors and not our agents. To the extent permitted by Applicable Law, we will not be responsible for any error, damage or other loss caused by any service provider. We are not responsible for any loss or damage resulting from an interruption in your electrical or telephone service; from disconnection of your telephone service by your local telephone company or from deficiencies in your line quality; from interruption or disruption from your cellular provider or from any defect or malfunction of your PC, modem, VoIP, electronic devices or telephone service.

We will, however, be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Banking Services.

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SB ONE BANK ONLINE BANKING SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. We do not and cannot warrant that SB One Bank Online Banking will operate without errors, or that any or all SB One Bank Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to SB One Bank Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of SB One Bank and its affiliates exceed the amounts paid by you for the services provided to you through SB One Bank Online Banking except as specifically provided in this Agreement.

In addition, the Bank is not responsible for any damage to your PC, software, modem, VoIP, electronic devices, telephone or other property resulting from any electronic virus or viruses that you may encounter. We suggest that you routinely scan all of your equipment using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

Indemnification and Release.

You indemnify, hold harmless and release SB One Bank, its directors, officers, employees, vendors and suppliers from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising from your breach of this Agreement or from your use of Online Banking if in violation of the provisions hereof or any applicable law, rule or regulation.

Termination of This Agreement and of Your Use of SB One Bank Online Banking Services.

You may cancel your SB One Bank Online Banking service at any time by calling us at 973-453-9869, or send us a secure email from our website, www.sbone.bank. Your access to SB One Bank Online Banking will be suspended within three business days of our receipt of your instructions to cancel the service. We can terminate or limit your access to SB One Bank Online Banking Services at any time and for any reason at our discretion. You specifically agree, however, that we may terminate your access to SB One Bank Online Banking Services without prior notice, if you have insufficient funds in any one of your SB One Bank accounts, if you do not pay any fee required for this service 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, or if your Online Banking access remains inactive for six (6) months or if the Bank reasonably suspects fraudulent activity through

your use of Online Banking. Access to SB One Bank Online Banking Service may be reinstated at our sole discretion provided you satisfy any conditions imposed by the Bank and if sufficient funds are available in your account to cover pending account transfers, and any outstanding fees and charges. Termination will not affect your liability obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the SB One Bank Online Banking Service and does not terminate your other relationships with us.

Force Majeure

Neither party will be liable for delay in performing or failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, act of terrorism, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the Agreement and the time for performance of the affected obligation will be extended by a period, which is reasonable in the circumstances.

Disclosures, Notices and Periodic Statements

You agree that to the extent permitted by law, receipts, notices and disclosures associated with SB One Bank Online Banking Services may be provided electronically to you by e-mail, facsimile or over the Internet, either as part of a SB One Bank Online Banking session or otherwise. You will not receive a separate SB One Bank Online Banking statement. Transfers to and from your accounts using SB One Bank Online Banking will appear on the respective periodic paper statements for your SB One Bank accounts. In order to identify unauthorized account activity, you agree to examine your statements promptly upon receipt and notify us at once if your statement shows transfers not made by an authorized user. You may use SB One Bank Online Banking to view activity in your account as indicated above. You agree to notify us of any changes to your e-mail address.

Changes to Terms and Conditions

We reserve the right to change the terms and conditions of this Agreement at any time. If the change would result in additional or increased fees for any SB One Bank Online Banking Service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If you wish to decline to be bound by the changes, you should terminate the account or discontinue the service to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

Assignment

We may assign our rights under this Agreement to a company affiliated with us now or in the future. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Entire Agreement

This Agreement is the complete and exclusive agreement between you and us related to the SB One Bank Online Banking Service. It supplements any other agreement or disclosure provided to you relating to your accounts with us. This Agreement, however, does not supersede any other credit or loan agreement, deposit agreement, Funds Transfer Agreement or agreement relating to automated clearing services. In the event of a conflict between this Agreement and any other agreement or disclosure related to your accounts with us, or any statement by our employees or agents, or any service provider related to the Service or your accounts with us, such agreements shall be construed to be consistent, to the extent possible, but this Agreement shall control with respect to the SB One Bank Online Banking Service. No delay or omission by us in exercising any rights or remedies there under shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any simple or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.