PERSONAL ONLINE BANKING AGREEMENT

Valley ("Valley", "we", or "us") is making online/internet banking available to you with Valley's Personal Online Banking system that enables you to access your Valley accounts and perform transactions using a personal computer, tablet or mobile device. Personal Online Banking allows you to view your transaction history and allows you to perform online banking transactions such as Bill Payment, Paperless Statements, Transfer Funds and offers the Support function (individually the "Service"; collectively the "Services").

Terms & Conditions

The following terms and conditions govern the manner in which we will provide Personal Online Banking, to you.

A. **Customer Service for Online Banking, Mobile Banking and Text Message Banking**
   1. Customer Service for Personal Online Banking is available for username and password resets:

      Daily: **6 AM to 11 PM ET (except Christmas Day)**

      Phone: **800-522-4100**
      For calls made from outside of the U.S. and Canada, please call 973-305-8800.

   2. Online Services representatives for payment, technical and all other Personal Online Banking inquiries are available:

      Daily: **8 AM to 5 PM ET (except Christmas Day)**

      Phone: **800-522-4100** extension 3012
      For calls made from outside of the U.S. and Canada, please call 973-305-8800 extension 3012.

      Fax: **973-694-2711**

   3. Mail may be addressed to us at:
      Valley
      1445 Valley Road
      Wayne, NJ 07470
      Attention: Customer Service - Online Services
   4. **For Online Banking and Mobile Banking,** you may send non-secure email to . Please do not send account numbers or personal information through non-secure email. If you would like to contact us by secure email, you may do so by utilizing the Support function available in Personal Online Banking.
   5. **For Text Banking only**, once enrolled, you may obtain assistance either by sending a non-secure email to or by texting the word HELP to 454545.

B. **Definitions**

1. **Bill Payment** enables you to pay your bills using Personal Online Banking.
2. **Business Days** are Monday through Friday. Saturdays, Sundays and Bank Holidays are not included.
3. **Data Rate(s)** is (are) the charge(s) for exchanging information via your mobile phone, tablet or for text and mobile banking.
4. **Designated Account(s)** is (are) the checking account(s) enrolled in Personal Online Banking that you have selected as the primary funding account for Bill Payment.
5. **Due Date** is the date shown on your Payee's statement on which the payment is due; it is not the late date or grace period expiration date.
6. **eBill** is an electronic version of your Payee's bill that you receive, view and pay online through their website.
7. **Email Alert** is a message sent to your electronic mail according to your personal preference.
8. **Paperless Statement(s)** is (are) an electronic version of your monthly account statement that is available online in lieu of the statement that is mailed to you monthly.
9. **Mobile Banking** is the ability to access online banking from any tablet or mobile device with internet access and/or a data plan.
10. **Password** is an access code you have selected to enable Personal Online Banking to identify you.
11. **Payee** is the person or entity you wish to send a payment.
12. **Online Banking** is the ability to access online banking from your personal computer.
13. **Support** is the capability to send a secure email between you and Valley, within your online banking session.
14. **Send on or Pay Date** is the date on which the payment will be sent. It is not the date on which the payee will receive payment.
15. **Text Alert** is a short message sent to your mobile phone according to your personal preferences.
16. **Text Message** is a term referring to the exchange of brief written messages between mobile devices over cellular networks.
17. **Text Banking** is the ability to access account information via Short Message Service (SMS) via TEXT message.

C. **Services**

1. Subject to the limitations in this Agreement, you may use the services to:
    a. Obtain account balances and account history through Online Banking, Tablet, Mobile and Text Banking (Limitations apply).
    b. Transfer funds between and among your Valley checking and statement savings accounts through Online and Mobile Banking or Text Banking.
    c. Pay bills directly from your Valley checking accounts in the amounts and on the days, you request through Online and Mobile Banking (Not available for Text Banking).
    d. Make payments on your Valley mortgage, line of credit and loan accounts using the transfer option from your Designated Account(s) through Online and Mobile Banking (Not available for Text Banking).
    e. View electronic bills online through Online Banking (Not available for Mobile Banking or Text Banking).
    f. Communicate with us electronically in a secure environment through Online or the Mobile Banking App (Not available for Text Banking).
    g. View images of your cancelled Valley checks through Online and Mobile Banking (Not available for Text Banking).
    h. Export account transactions, balances and other data to compatible personal financial management applications, Examples: Quicken®, QuickBooks®, Mint, MX and Microsoft® Money through Online (Not available for Mobile Banking or Text Banking).
    i. Receive electronic balance, bill and payment information on a regular basis according to your request (Does not use Support; however, no private identifying information will be transmitted to you via email or text).

   j. Receive electronic newsletters and promotional emails (Not available for Text Banking).
   k. Receive customized individual reports of your activities (Not available for Text Banking).
   l. Select Spanish language screen Text.
2. You must contact Customer Service at 800-522-4100 from 6 AM - 11 PM ET to pay off in full any mortgage or loan or line of credit account. For calls made from outside of the U.S. and Canada, please call 973-305-8800. Valley credit card balances and transaction histories are not available through Personal Online Banking, but can be accessed by enrolling at http://www.valleynationalbank.cardmanager.com/.

D. **Bill Payment**

1. Bill Payment Rules
   a. After you have subscribed to Bill Payment, you will be able to issue payments from your Designated Account(s) to the payees you have selected. You authorize Bill Payment to initiate electronic/ACH debits.
   b. Bill payments may not be made to any foreign entity; they must have a United States mailing address. The use of Bill Payment for time critical transactions such as securities purchases, court ordered payments, government payments or taxes should be avoided. We will not be responsible for any losses associated with a government payment and we are unable to assist you with any research regarding these transactions.
   c. If there are insufficient funds to make a payment from your funding account, no bill payment(s) will be paid or set up from this or any other funding accounts until the insufficiency has been resolved. Once the deficiency has been cleared, the block will be lifted within 3 business days and recurring payments will be reinstated. However, no recurring payments scheduled to be paid during the blocked period will be re-sent and they will remain cancelled. All single payments scheduled to be processed on a future date(s) will remain cancelled and must be rescheduled.
   d. The prevailing insufficient (NSF) charge will be assessed for each debit returned due to insufficient funds, as stated in the **Schedule of Fees (see Section E below)**.
   e. Our bill payment servicer will attempt to collect the debit returns. If collection is unsuccessful or if fraudulent activity is identified, the servicer will close the bill payment account.
   f. We reserve the right to cancel your Bill Payment service after ninety (90) days of inactivity.
   g. You must enroll in Bill Payment to participate in eBills.
2. Payment Scheduling
   a. Funds will arrive at your payee or specified account as close as reasonably possible to the date you select in your payment or transfer instructions as the Send on or Pay Date. You will receive a transaction confirmation number ("Confirmation Number") for each properly initiated payment. If the date you specify as the Send on or Pay Date is not a Business Day, the Send on or Pay Date will be the first Business Day after the date specified.
   b. It is important that the Send on or Pay Date be set at least 5 Business Days before the Due Date to ensure that your payment arrives on time. The time required to process your payment varies according to the particular payee. Once your payment is received by the payee, any delay in processing the payment and crediting your Payee account is the responsibility of the payee.
   c. You hereby agree and authorize us to utilize the most effective means to process your transaction, including, without limitation, electronic, paper, draft or other method. Subject to the limitations herein, if you follow the procedures for payment set forth in this Agreement and you are assessed a penalty or late charge by the payee, we may reimburse you up to a maximum of one hundred (100) dollars. If you do not comply with the provisions of this Agreement, or you

schedule a payment less than five (5) Business Days before the Send on or Pay Date, you will bear full responsibility for all penalties and late fees.
   d. After a payment has been processed on your behalf, the funds will be debited from your designated checking account one to two (1-2) business days after being processed.

3. eBill
   a. This feature enables you to obtain electronic bills ("eBills") from your Payee through the Service if you are participating in Bill Payment. It is your sole responsibility to contact your Payee directly if you do not receive your eBills. You also must agree to:
      i. Provide required information directly to the Payee. The Service is unable to update or change your Payee's specific personal information, e.g., name, address, phone number and email addresses.
      ii. Maintain all user names and passwords for all electronic Payee sites.
      iii. Refrain from using someone else's information to gain unauthorized access to another person's eBill.
   b. The Service will notify your Payees of your request to receive eBills. Each Payee has the right to accept or deny your request. Some Payees will ask you to provide us with your Payee's username and password or to provide us with information about your last bill. By activating this feature for a Payee and by providing us with the data, you authorize us to use the information to obtain your bill data from the Payee on your behalf.
   c. The time for presentment of your first eBill may vary from Payee to Payee and may take up to sixty (60) days, depending on each Payee's billing cycle. The Service will use its best efforts to present all of your eBills promptly. Your ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee and copies of previously delivered bills must be requested from the Payee directly.
   d. A Payee can and may cancel participation in eBill at any time. You may cancel Bill Delivery and eBill in whole or in part at any time. Cancellation of a Payee may take up to sixty (60) days, depending on the Payee's billing cycle. The Service will notify your Payee(s) of the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery and payment.
   e. Valley is not responsible for the accuracy or correctness of your eBill(s). Valley's only responsibility is to present to you the information we receive from the Payee. Any discrepancies or disputes regarding your eBill, summary or detail, must be addressed directly with the Payee. You agree to hold Valley harmless for the failure of a Payee to provide us with any electronic data and for the accuracy and correctness of the eBill.
   f. Except as stated in this Agreement, the responsibilities, liabilities or obligations that exist between you and your Payee(s) remain.

4. Transaction Cancellation/Modification

   You may cancel or modify any Bill Payment transaction you have initiated prior to **8:00 PM ET** on the Send on or Pay Date.

5. Restrictions on Transactions
   a. You may not initiate a single Bill Payment transaction greater than or equal to $10,000 nor can the daily aggregate amount for Bill Payment transactions exceed $19,999.99. Additional security limitations may apply.
   b. All online banking, mobile banking and text message banking transactions conducted at Valley must comply with the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 and all other OFAC related Sanctions.

c. We reserve the right to reject payment requests to any payee at our sole discretion.
d. There may be restrictions on activities in your designated accounts. Please consult our publication, **All About Your Accounts**, for complete information. It is available by contacting our Customer Service at 800-522-4100 from 6 AM - 11 PM ET or at a Valley Branch. For calls made from outside of the U.S. and Canada, please call 973-305-8800.

E. **Fees and Charges**

There are no fees or charges for Personal Online Banking, Bill Payment, eBills, Mobile Banking, Text Banking and Support Services. However, message and data rates from your mobile service provider may apply to using Mobile or Text Banking. You are responsible for all fees and charges applicable to your accounts as disclosed in our **Schedule of Fees**, as published from time to time. To obtain a current *Schedule of Fees*, please contact Customer Service at 800-522-4100 from 6 AM - 11 PM ET, seven days a week or visit a Valley Branch. For calls made from outside of the U.S. and Canada, please call 973-305-8800.

F. **Limitations on Liability**

1. We will not be liable if we are unable to complete any transactions initiated in a proper and timely manner due to any one or more of the following:
   a. The designated account has insufficient funds to complete the transaction through no fault of ours; or the funds are subject to legal process or other encumbrance restricting the transfer; or the transfer would exceed an established overdraft credit limit.
   b. You did not obtain a Confirmation Number at the time you initiated the transaction.
   c. The designated account is closed.
   d. We terminated your subscription to a Service(s).
   e. You have provided incorrect Payee or account information or the Payee mishandles or delays processing the payment we transmitted.
   f. A technical malfunction, which was known to you, existed at the time you initiated the transaction; or in the case of a scheduled transaction, at the time such transaction should have occurred.
   g. Circumstances beyond our control prevented the transaction despite reasonable precautions that we took. If you have elected to receive balance information electronically, be aware that <u>this information is compiled once a day and notification of changes in your balances will not be provided again during that day.</u>
2. If we process a requested transaction in spite of the limitations stated above, you agree to reimburse Valley for any funds advanced or losses incurred as a result of such transaction.
3. If we are unable to process a transaction you have requested for any reason and your designated account has been charged, we will make an adjustment to your Primary Account.
4. **WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY YOUR EQUIPMENT OR SOFTWARE OR ANY TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS FROM ANY INSTRUCTIONS RELATED TO THE SERVICES. WE SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION USE OR MAINTENANCE OF YOUR EQUIPMENT OR SOFTWARE.**

G. **Statements**

Valley will send you a monthly statement for your checking account and a monthly statement for your statement savings account (such accounts being collectively referred to as "Account(s)") if there have been electronic transactions in your Account(s) in a particular month. In any case, you will receive a statement at least quarterly for each statement savings account.

H. **Customer Liability**

1. You agree that you will not give your Password, or make it available, to another person, or authorize someone else to use your Password. Notify us AT ONCE if you believe that your Password has been compromised, or that someone has made unauthorized transactions. Notify us IMMEDIATELY, by calling Customer Service at 800-522-4100 from 6 AM - 11 PM ET, seven days a week, by email at or by the Support tab within Personal Online Banking. For calls made from outside of the U.S. and Canada, please call 973-305-8800. If we receive a request via email or the Support tab, to protect your account(s), we may prevent access to your Personal Online Banking until a representative from the bank is able to speak with you directly. We are unable to process a password change request via email or the Support tab. If your Password has been compromised, you could lose all the money in your account(s) and the maximum available in your overdraft line of credit.
2. If you notify us within two (2) Business Days after you learn of the theft of your Password, you can lose no more than $50 if someone made a transaction without your permission. If you DO NOT notify us within two (2) Business Days after you learn of the theft of your Password and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as $500.
3. Also, if your statement shows transactions that you did not make, including those made by using your Password or other means, notify us at once. If you do not notify us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.
4. Valley and its employees or agents will not be responsible for problems that may develop as a result of your failure to maintain sufficient funds in your account. You are also responsible for any incorrect information provided by you or errors that may have been made in setting up payments or Payee information. You are responsible for the full amount of bills paid on your behalf and any related charges that may be paid to your Payee or accessed by Valley or its agents as a result of your error. Failure to resolve such issues will result in the suspension and/or termination of your Service(s).

I. **In Case of Errors or Questions About Your Electronic Transfers**

1. Contact us as soon as you can at the Customer Service address, website or telephone number listed above if you think your statement is wrong or if you need more information about a transfer or payment listed on the statement. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.
    a. Tell us your name and account number(s);
    b. 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, and;
    c. Tell us the dollar amount of the suspected error.
2. If you notify us orally or electronically, we may require that you send us your complaint or question in writing within 10 Business Days.
3. 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 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.
4. For errors involving new Valley accounts, we may take up to 90 days to investigate your complaint or question and we may take up to 20 Business Days to credit your account for the amount you think is in error.

5. 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.

J. **Privacy and Confidentiality**
   1. We observe strict measures of security, confidentiality and privacy with respect to your sensitive information. We limit the use of any such information to the minimum we require in order to identify you as our customer, deliver the Services, develop and market products and services, and to properly manage our business. We limit access to your data to employees and agents who have a business reason for using such information.
   2. We will disclose information to third parties about your account or the transfers you make:
      a. Where it is necessary for completing transfers; or
      b. In order to comply with a government agency or court orders; or
      c. If you give us your written permission.
   3. You may review our Privacy Statement for a description of how we treat personal information.

K. **Cancellation/Termination**
   1. You may **cancel Personal Online Banking or Mobile Banking** at any time by giving notice to us (at Customer Service). You may be required to confirm your termination request in writing. You will be responsible for all transactions you have requested prior to the termination date and for all other applicable charges and fees. We will not be responsible for any completed transactions which you have not cancelled following your notice of termination.
   2. To **cancel Text Banking**, send a Text of the word "STOP" to 454545 at any time. You will receive a one-time opt-out confirmation text message and after that you will not receive any future messages. You can also **cancel Text Banking** by logging into Personal Online Banking, going to the Notification or Mobile Banking & Alerts tab, and deactivating the service.
   3. **If you deactivate cellular service** for the mobile phone number that you enrolled in Text Banking service, you are responsible for deactivating that same phone number as described in how to stop program in paragraph K.2. above.

L. **Additional Terms and Conditions**
   1. You agree to properly maintain all accounts included in the Services, to comply with our rules governing these accounts and to pay any fees or service charges associated with the use of these accounts. If you close a Designated Account that is used for Bill Payment, you must cancel all scheduled and recurring payments and transfers from that account.
   2. We reserve the right to refuse to make any payment or transfer and to terminate your use of the Services, in whole or in part, at any time, without prior notice.
   3. You acknowledge and agree that Valley is utilizing third parties to process and complete payment transactions you have requested pursuant to this Agreement, and to advance funds on your behalf.
   4. We may change any terms and conditions of the Services, at any time. We will provide notice to you and your use of the Services following our transmittal of the notice constitutes your acceptance of the amendments in accordance with applicable law.
   5. Except as specifically provided herein, all notices to be given under this Agreement may be provided to us by telephone, electronically or in writing, at the address or phone number set forth above; or to you at the last address you have provided.
   6. This Agreement will be governed and construed under Federal law and in accordance with the laws of the State in which the accounts are opened and maintained by Valley.
   7. Valley may cancel your Personal Online Banking access at our option at any time or if there has been no Service activity for more than six (6) months.

M. **Electronic or Paperless Statements (if applicable)**

   This Online Banking eSign Disclosure and Consent ("Disclosure") applies to your electronic statements ("Paperless Statements") for Checking, Statement Savings and Consumer Loan accounts offered or accessible through Online or Mobile Banking that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. PLEASE NOTE: You MUST accept a separate disclosure for Paperless Statement enrollment. Click the Paperless Statement option on the menu bar in Personal Online Banking to access this disclosure, or the Statement option available on the Mobile App.

The words "we," "us," and "our" refer to Valley and the words "you" and "your" mean you, the individual(s) or entity identified on the Accounts. As used in this Disclosure, "Account" or "Accounts" means the account(s) you have with us. "Paperless Statements" mean account statements for Accounts, beginning with your next statement.

1. **Statements to be Provided in Electronic Form**

   You agree that we will provide you with account statements that we may choose to make available in electronic format known as Paperless Statements, to the extent allowed by law, and that we will discontinue sending paper statements to you, unless and until you withdraw your consent as described below. Your consent to receive account Paperless Statements includes, but is not limited to: account statements for your Account(s) or such other communications including email notification of statement availability as part of the enrollment in the Paperless Statement program.

2. **Retention Period**

   Statements are retained electronically for two (2) years. If you need Statements prior to this time period, please contact your branch or Customer Service to determine availability.

3. **Method of Providing Communications to You in Electronic Form**

   The account Paperless Statements that we provide to you in electronic form will be provided by access to Personal Online Banking or Mobile Banking.

4. **How to Withdraw Consent**

   You may withdraw your consent to receive Paperless Statements by calling Customer Service at 800-522-4100 from 6 AM - 11 PM ET, seven days a week or by contacting your branch representative. For calls made from outside of the U.S. and Canada, please call 973-305-8800. Any withdrawal of your consent to receive Paperless Statements will be effective only after we have a reasonable period of time to process your withdrawal.

5. **How to Update Your Records**

   It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to this Disclosure and your Account, and to maintain and update promptly any changes in this information. You can update information (such as your email address) through Personal Online Banking, by calling Customer Service at 800-522-4100 from 6 AM - 11 PM ET, seven days a week or by contacting your branch representative. For calls made from outside of the U.S. and Canada, please call 973-305-8800.

6. **Hardware and Software Requirements**

   In order to access and view Paperless Statements that we make available to you, you must have:

- An email account with an Internet service provider and email software.
- A personal computer, tablet or mobile device and telecommunications connections to the Internet.

7. **Requesting Paper Copies**

   We will not send you a paper copy of any Paperless Statement, unless you request a paper copy, or we otherwise deem it appropriate to do so. You can obtain a paper copy of a Paperless Statement by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the Paperless Statement to you. To request a paper copy, please call Customer Service at 800-522-4100 from 6 AM - 11 PM ET, seven days a week or contact your branch representative. For calls made from outside of the U.S. and Canada, please call 973-305-8800. We may charge you a reasonable service charge for the delivery of paper copies of any Paperless Statement provided to you electronically pursuant to this Disclosure. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Paperless Statement that you have authorized us to provide electronically.

8. **Communications in Writing**

   All communications in either electronic or paper format from us to you will be considered "in writing." You should print for your records a copy of this Disclosure and any other communication that is important to you.

9. **Federal Law**

   You acknowledge and agree that your consent to Paperless Statements is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

10. **Termination/Changes**

    We reserve the right, in our sole discretion, to discontinue the provision of your Paperless Statements, or to terminate or change the terms and conditions on which we provide Paperless Statements. We will provide you with notice of any such termination or change as required by law.