

## **Payment Partner (Online Bill Pay) Terms and Conditions**

- A. **Personal Users of Payment Partner**
- B. **Small Business Users of Payment Partner**

**Atlantic Stewardship Bank's Payment Partner Terms and Conditions are contingent on the acceptance of Atlantic Stewardship Bank's Online Banking Terms and Conditions for All Customers (PC and Mobile Devices).**

**Throughout the Atlantic Stewardship Bank Terms and Conditions, the following terms will have the meanings set forth.**

**Payment Partner (Online Bill Payment)** means the ability to perform payments to third parties from your designated account through instructions entered into Online Banking. This service allows you to make payments to virtually anyone within the United States.

**Payment Account** means your designated Atlantic Stewardship Bank checking account from which bill payments will be debited.

**Billing Account** is the checking account from which all Service fees will be automatically debited.

**Service** means the Payment Partner online bill payment service offered by Atlantic Stewardship Bank, through a third party service provider.

**Agreement** means these terms and conditions of the online bill payment service.

**Biller/Merchant/Payees** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**Payment Instruction** is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

**Business Day** is every Monday through Friday, excluding Federal Reserve holidays.

**Scheduled Payment Date** is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**Due Date** is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

**Scheduled Payment** is a payment that has been scheduled through the Service but has not begun processing.

### **Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you should select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller

statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you should select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period. Your Payment Account will be debited for the amount of the payment you request.

You can make the following types of online bill payments with the Payment Partner service (limit of \$9,999.99 per payment):

- Variable/Single Bill Payment - a onetime payment such as a telephone bill where the amount fluctuates each time, or a payment that is not made regularly such as a florist only used occasionally.
- Automated Recurring Payments - payments that have a fixed frequency and amount to be processed on a recurring basis. Once you have sent us the request for a recurring payment your payment will be made automatically by us. If your payment processing date falls on a non-business day, we will process your payment on our preceding business day, excluding holiday
- You may schedule expedited, next day payments for an additional fee.
  - If an electronic payment (ACH) is accepted by the payee, there is a \$10.00 fee.
  - If a paper draft is accepted by the payee, an overnight check is sent with a \$25.00 fee.

Although you can enter payment information 24 hours a day, 7 days a week, payments will only be initiated on business days.

If payment is made electronically your account will be debited on the scheduled payment date. If a paper draft is sent on your behalf, your account will not be debited until the vendor processes the draft.

### **Fee Schedule**

Consult our General Schedule of Fees for all fees. You agree to pay promptly all fees and charges for Payment Partner and authorize us to charge the Billing Account, or any other of your ASB accounts for the fees. You agree to be responsible for total charges to the extent that may be incurred through use of Payment Partner.

If you wish to close any checking account which is acting as your Billing Account and /or your Payment Partner account, you must notify us prior to closing and identify a new checking account which is to serve as your Billing Account and /or your Payment Partner account. Failure to notify us may result in termination of the Payment Partner Account, and you agree we may charge any account you have with ASB for the amount of any and all outstanding charges you owe.

### **Account Requirements**

In order to use our Payment Partner, you must have registered for Online Banking and have a checking account with Atlantic Stewardship Bank. Payment Partner will automatically use your primary checking account listed in Online Banking as your Payment Account to make bill payments. If you have more than one checking account with us, you will need to add them to the Payment Partner system in order to make payments from them. All service fees and bill payments will be deducted from your Payment Account in Payment Partner. You agree to properly maintain any accounts you have with us to comply with the rules governing these accounts, and to pay any fees associated with the use or maintenance of these accounts.

### **Account Qualifications:**

Only checking accounts are eligible for Payment Partner.

### **Eligible Payees**

With Payment Partner you may pay any person or organization with an address in the United States. While payments to most payees can be made using online bill payment, we reserve the right to refuse to make payments to certain payees. We recommend that you do not use online bill payment to pay alimony, child support, tax and other court-directed or government payments, fines or penalties. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

### **Overdrafts**

If your Payment Account balance does not have sufficient collected funds to cover any payment, we may reject, return or stop the payment or we may, at our sole discretion, accept the payment and overdraw your account. You agree to immediately repay any overdraft without notice or demand from us. You agree we have no liability for rejecting, returning or stopping a payment because of insufficient or uncollected funds. Each account owner is jointly and separately responsible for repaying any overdraft created using the Services, regardless of whether that account owner created the overdraft or received benefit from payment of the item overdrawing the account. We may stop allowing overdrafts at any time without prior notice. We may set off funds in the Payment Account to satisfy the present or future debts of any owner to us, to the fullest extent of the law.

### **Canceling Payment Partner**

You may cancel your online bill payments through Payment Partner up to four business days prior to payment date. If this option is not available, you will need to contact our Payment Partner Service directly at 800-823-7555

### **Electronic Mail (E-mail)**

There are a few ways to electronically communicate a payment issue to the bank.

- You can inquire about a specific payment within Payment Partner and a response will be provided directly to your Payment Partner account.
- You may also send a secure email through your Online Banking account by clicking on the link for "Additional Services" and then "Secure Email."
- You can use electronic mail (e-mail) [customerservice@asbnw.com](mailto:customerservice@asbnw.com) to contact us about inquiries, maintenance and/or problem resolution issues.
  - This means of correspondence is not a secure method of communication over the Internet and we recommend you do not send or request confidential information, such as account numbers. If the matter of the inquiry is urgent, please call our Customer Service Department at 201-493-2949 or 201-444-7100 or 877-844 BANK (2265).
- Visit our website for hours of operation

### **Processing Date and Payment Partner Cutoff**

Online bill payment requests prior to 4 pm, Eastern Standard Time and cancellations prior to 4 pm, Eastern Standard Time are processed on the business day of receipt. Any online payment or cancellation request received after these times or on Saturdays, Sundays and holidays are deemed received, and will be processed on our next business day.

### **No Signature Required**

When the Service generates items to be charged to your account, you agree that we may debit your Payment Account or any account of yours on which the item is drawn without requiring your signature on the item and without prior notice to you.

### **Blocking the Service**

We may block your Payment Partner Services if an online bill payment request overdraws your account. If this occurs, call our Customer Service Department at 201-493-2949 or 201-444-7100 or 877-844-2265.

### **Authorization to Charge Account**

We may charge any item generated using the Service to any account to which it is directed notwithstanding any signature restrictions or multiple signature requirements under the account agreement.

### **Governing Law**

This agreement is governed by the laws of New Jersey and applicable Federal law.

### **The Service Guarantee**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

### **Payment Authorization and Payment Remittance**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

### **Payment Methods**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

### **Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

### **Stop Payment Requests**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Atlantic Stewardship Bank. Although the Atlantic Stewardship Bank and the Service will make every effort to accommodate your request, Atlantic Stewardship Bank and the Service will have no liability for failing to do so. Atlantic Stewardship Bank and the Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

### **Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

### **Password and Security**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent, you must notify Atlantic Stewardship Bank at once by calling 201-493-2949 or 201-444-7100 or 877-844-2265 during the hours specified on our website, or the Service at 800-823-7555 outside regular business hours.

### **Errors and Questions**

In case of errors or questions about your transactions, you should, as soon as possible, notify us via one of the following: (see EFT resolution on back of statement or EFT Disclosure provided when account was opened)

1. Email the Bank via secure email through Online Banking;
2. Telephone the Bank's Customer Service Department at 201-493-2949 or 201-444-7100 or 877-844-2265 during the hours specified on our website;
3. Bill Pay Customer Service at 800-823-7555; and/or
4. Write to us at Atlantic Stewardship Bank, Attention: Customer Service Department, 630 Godwin Avenue Midland Park, NJ, 07432

### **Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller.
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

### **Service Fees and Additional Charges**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **Failed or Returned Transactions**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. You will reimburse the Service for any fees imposed by your financial institution as a result of the return
3. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you
4. The Service is authorized to report the facts concerning the return to any credit reporting agency.

### **Alterations and Amendments**

Applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate the Atlantic Stewardship Bank Terms and Conditions as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, you may contact us via one of the following:

1. Email the Bank via secure email through Online Banking;

2. Telephone the Bank's Customer Service Department at 201-493-2949 or 201-444-7100 or 877-844-2265 during the hours specified on our website;
3. Bill Pay Customer Service at 800-823-7555; and/or
4. Write to us at Atlantic Stewardship Bank, Attention: Customer Service Department, 630 Godwin Avenue Midland Park, NJ, 07432

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under the Atlantic Stewardship Bank Terms and Conditions.

### **Biller Limitation**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under the Atlantic Stewardship Bank Terms and Conditions.

### **Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

### **Information Authorization**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. If your account was added online the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you in order to verify ownership of the Payment Account(s) and/or Billing Account. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### **Disputes**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that the Atlantic Stewardship Bank Terms and Conditions are the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

### **Termination of Services or Privileges**



We may at any time, limit, suspend or modify electronic funds transfer services we provide, including those that can be accessed through your Online Banking Account, and may at any time revoke your access to the Service or terminate your Account.

### **Assignment**

You may not assign the Atlantic Stewardship Bank Terms and Conditions to any other party. The Service may assign the Atlantic Stewardship Bank Terms and Conditions to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under the Atlantic Stewardship Bank Terms and Conditions to independent contractors or other third parties.

### **No Waiver**

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

### **Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Atlantic Stewardship Bank Terms and Conditions.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## **Section B**

### **Payment Partner (Online Bill Pay) Terms and Conditions**

#### **Small Business Users of Payment Partner**

The Atlantic Stewardship Bank Terms and Conditions describes the Payment Partner Online Bill Payment for Small Business (hereinafter referred to as Services) currently offered by Atlantic Stewardship Bank and makes disclosures required by law as to such Services involving electronic funds transfers. The Agreement also contains the terms under which you as a Depositor ("you" or "your", singularly or collectively) may use the Internet to access Payment Partner Online Bill Payment for Small Business.

If you request such Services and satisfy our requirements applicable to users of our Payment Partner Online Bill Payment Services, the Bank will provide you with access to the Services for your business checking account ("Account") specified in this agreement. By requesting, using, or authorizing another to

use this Service, you and any authorized signer on your Account agree to be bound by the following rules and regulations.

### **Banking Resolution/Authorization**

I hereby apply for Payment Partner Online Bill Payment for Small Business access at Atlantic Stewardship Bank. I certify that the business name entered on the application is the complete and correct name of the Depositor. I represent and warrant that I am acting with full authority for the applying entity, and that I am duly authorized to accept this Agreement on behalf of the applying entity. I further agree that the Depositor is bound by the terms and conditions of the Atlantic Stewardship Bank Terms and Conditions and is responsible for all Payment Partner Online Bill Payment transactions initiated by any authorized signatory to this Account.

### **Authorized Transactions**

You are responsible and liable for all transactions made using the Payment Partner Online Bill Payment for Small Business account. All such transactions are subject to all applicable agreements, rules and regulations of the Bank relating to the type of Account on which the Service is authorized, now or in the future, as said agreements, rules and regulations are now in effect or as they may hereafter be amended, modified, or adopted. You authorize us to charge your Account for all transactions resulting from the use of the Service and you assume all responsibility and liability for all such Payment Partner Online Bill Payment for Small Business use.

### **Liability for Debit Balances**

You will be liable for any debit balances in the Account specified in this Agreement, including without limitation overdrafts and account charges, whether or not the debit balance was caused by use of the Service, and promise to pay, upon demand, any and all debit balances, all fees and charges and our reasonable attorney's fees and costs and expenses of collections, including but not limited to those incurred at trial and on any appeal.

### **Your Liability for Unauthorized Use of Your Service**

*You agree to be solely responsible for the use of the Service and any transactions performed using the Service. Tell us AT ONCE if you believe your Online Banking Account password has been compromised. Telephoning is the best way to keep your losses down. You could lose all of the money in your Account. If your statement shows transactions that you did not make, tell us at once.*

### **How to Notify Us**

If you believe that your Online Banking Account has been compromised, call us at 201-493-2949 or 201-444-7100 or 877-844-2265, or write Atlantic Stewardship Bank, Attention Customer Service Department, 630 Godwin Avenue, Midland Park, NJ 07432. You may also give us notice in person by visiting one of our branches during our hours of operations, which is found on our website.

### **Fees**

Consult our Service Fee Brochure

### **Business Purpose**

You warrant and agree that the Accounts are for business purposes only and shall not be used for personal, household, or family transactions.

**Applicable Law**

The Atlantic Stewardship Bank Terms and Conditions shall be governed by the laws of the State of New Jersey and applicable federal law.