



## Business eBanking and Business Mobile Banking Application Agreement

As used in this Business eBanking and Services and Business Mobile Banking Application Agreement (“Agreement”), the words “you” and “your” refer to the account holder(s) and the words “us”, and “we” refer to ConnectOne Bank. You must have at least one ConnectOne Bank business account to enroll in Business eBanking (“BeB”) and Business Mobile Banking (“BMB”). There are several services available within BeB and BMB, and your usage of BeB and BMB affirms your consent to the terms outlined in this Agreement. Some services may require you to sign an addendum or separate agreement.

BUSINESS EBANKING AND SERVICES .....	2
Primary Administrator and Administrator Responsibility .....	2
Stop Payments .....	3
BUSINESS MOBILE BANKING APPLICATION.....	3
GENERAL TERMS AND CONDITIONS .....	4
Security Requirements .....	4
Credentials .....	4
Other Security Requirements.....	5
Bill Pay Service .....	5
Transfers .....	6
Internal Transfers .....	7
Limitations on Dollar Amount of Transfers .....	7
Processing of Account to Account Transfers.....	7
Other Transfer Guidelines .....	7
E-Statement .....	7
Miscellaneous .....	8
Termination of Enrollment.....	8
Regulations.....	8
Amendments.....	9
Continuing Effect.....	9
Acknowledgement .....	9

## **BUSINESS EBANKING AND SERVICES**

### **Primary Administrator and Administrator Responsibility**

Primary Administrator must be an authorized signor of all accounts of the entity or entities to which a unique Company ID will be assigned. Primary Administrator will act as the primary contact and liaison to us for all changes under such Company ID. You agree and understand that you are the Primary Administrator of your BeB profile.

As the Primary Administrator, you are responsible for creating and managing additional user(s) and assigning entitlements to those user(s) including the ability to create users and approve transfers and/or transactions (including but not limited to internal transfers, bill payments, ACHs and wires).

The Primary Administrator may also assign administrative rights to other users. By doing so, the Primary Administrator is authorizing the user to act in the same capacity as the Primary Administrator. A user with administrative rights (an "Administrator") will have the same authority as the Primary Administrator such that the Administrator will have the ability to create and manage all users including the ability to create additional Administrators, accounts, and security features (e.g., assign soft tokens, an out of band authentication, approval rights, etc).

It is the responsibility of the Primary Administrator to monitor any and all actions of the Administrator(s) and other users. You assume the sole responsibility and liability on all transactions and orders entered into BeB under your Company ID. We will not monitor the authorization given to users, and we may act on any transaction or order entered into BEB by any of those users, within the rights and privileges assigned to them by an Administrator.

It is also your responsibility to immediately notify us by calling our Client Connections Center at 844-266-2548 and then follow up in writing if a Primary Administrator is no longer authorized to use BeB. You acknowledge and agree that we will have no liability for transactions or payments which were made under a Primary Administrator's User ID and password unless you have notified us in a signed written letter to your branch of account by email, U.S postal service or fax.

The change will be effective after we have had a reasonable time to act in removing or restricting the access of that Primary Administrator.

The Primary Administrator and/or Administrators will manage all accounts added to the BeB profile under the designated Company ID by assigning the account access and services to users. A Primary Administrator can request accounts for another entity to be added to a BeB profile by sending a secure message to us through BeB. To add accounts for another entity, the message must include the EIN for that entity.

You are also responsible for deleting users who no longer require access. We will not be liable for any losses due to payment instructions received by a user who you failed to delete.

## Stop Payments

You may place a stop payment order, utilizing BeB, on any check that you have written. The information on the stop payment order must identify the check number, the payee, and the amount of the check.

We will use all commercially reasonable efforts to comply with a stop payment order. However, you understand fully that unless the check number, the payee and the amount of the check are accurately provided on the stop payment order, we assume no responsibility if the stop payment order is not processed or completed.

The stop payment order must be received in time to give us a reasonable time to act upon it. Stop payment orders received before 3:00 P.M. on a Business Day are processed on the day received. Stop payment orders received after 3:00 P.M. on a Business Day may not be processed until the next Business Day. Business Day is defined in this Agreement as any day that is not a weekend or a holiday observed by the Federal Reserve. A stop payment order must be received before the check has been presented for payment.

Your stop payment order is effective for six (6) months unless renewed through BeB or in writing before the expiration of the six (6) month period. If the stop payment order is not renewed within the six (6) month period, it will automatically terminate and we may pay the check. In such an instance, you hereby agree to release and waive any and all claims against us with respect to the stop payment order or the check itself. You further agree to indemnify and hold us harmless with regard to any and all fees, expenses and costs that we may incur involving the stop payment order and/or check, including, but not limited to, any attorney's fees and costs.

You understand that there may be claims or demands made against us as a result of your stop payment order. You agree that you will indemnify and defend us from any claim or demand of whatever nature with respect to the stop payment order and/or the check itself, and in lieu of a defense, if we decide to defend ourselves, you agree to reimburse us for any reasonable costs, expenses or attorney's fees that we may incur in defending ourselves against any such claims or demands.

You agree to pay a stop payment order fee, as noted in our Miscellaneous Bank Fees and Charges Schedule, for each stop payment and for each renewal of a stop payment.

You must contact us to place a stop payment order on any ACH transaction, as this request requires additional documentation to be completed.

## BUSINESS MOBILE BANKING APPLICATION

Your enrollment in BeB includes access to the Business Mobile Banking Application ("BMB") by any BeB user. BMB requires the use of an eligible mobile device such as a cellular phone ("Mobile Device"). BMB is not supported by all Mobile Devices. BMB allows you to obtain account information and make various selected transactions.

You must first register for BMB and select requested services by signing onto BeB from our homepage (<https://www.connectonebank.com>) using a personal computer.

## Business eBanking and Services Agreement

There is no charge for the use of BMB. However, charges and fees may be assessed by your wireless telecommunications provider for wireless data and standard text messaging (also referred to as SMS). You are responsible for any fees or other charges that your telecommunications provider may charge. Please check with your wireless telecommunications provider before subscribing to BMB.

You will need to download an application to your Mobile Device. This application allows you to sign on to and interact with the bank accounts you have added to BeB. Specifically, BMB will allow you to view account balances, pay bills and make certain internal transfers of funds. We may modify, expand or reduce these features in the future.

In the event of any modification, you are responsible for ensuring that you understand how to properly use your Mobile Device and we will not be liable to you for any losses caused by your failure to properly use BMB or your Mobile Device.

The BMB application is owned by a non-affiliated third party ("Licensor"). You hereby agree not to decompile or reverse engineer or otherwise alter the application in any way.

In the event your enrolled Mobile Device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device(s). You understand that there are risks associated with using a Mobile Device, and that in the event of theft or loss, your confidential information could be compromised.

## GENERAL TERMS AND CONDITIONS

### Security Requirements

#### Credentials

For access to BeB and BMB, you must enter a Company ID, User ID, and password. We will issue a Company ID to you. However, you will create your own User ID and password at the time of enrollment. Each user will have their own unique User ID and password. Password requirements are at least eight characters that includes a combination of mixed case letters, numbers, and special characters. We recommend that you change your password frequently. Please remember that we will never ask you for your password nor will we have knowledge of your password.

You understand the importance of your role in preventing misuse of your account(s) and you agree to safeguard your credentials. You agree to protect the confidentiality of your account, account number, and all personal information that may be used in conjunction with credentials to access BeB and BMB. You should not disclose your User ID and password to anyone for any reason.

Access credentials, including, but not limited to, Company ID, User ID, password, token and/or security code uniquely identifies each user and authenticates and validates the instructions given to us as if they were given to us by the owner of such credentials in person. You agree to maintain unique access credentials each user and the same credentials will not be shared with multiple users. You agree that we are authorized

## Business eBanking and Services Agreement

to act on any instruction received under any user credentials (Company ID, User ID, password, token and/or security code, etc.), whether used alone or with any other credential or authorization processes. This includes your authorization that we honor any transfer requests and provide account information to anyone who provides the proper credential(s). You agree that you are solely liable and responsible for any transaction initiated by you or by any user, including those that you did not intend or want performed.

We undertake no obligation to monitor transactions through or on BeB or BMB to determine that they are/were made on your behalf.

## Other Security Requirements

We utilize a secure server that supports 128-bit encryption to ensure that your personal information is safely transmitted over the internet. Please review our Privacy Policy which outlines additional steps that we take to protect your personal information.

The system will automatically lock out the user after three failed attempts to access BeB or BMB. In addition, the system will automatically timeout if your session activity remains idle for a period of twenty minutes.

We use out of band authentication (OOBA) to identify unknown devices. If the system does not recognize a computer or location, the user will be prompted to complete an additional authentication process via telephone or SMS text.

It is your responsibility to maintain a protected network for your users who access BeB or BMB, including, but not limited to, maintaining latest versions and patches of anti-virus and spyware detection software on computer systems and Mobile Devices. Public or other unsecured networks should not be used for logging into BeB or BMB.

All users should be utilizing an up to date browser meeting the minimum system requirements.

BeB and BMB do not utilize pop-up windows to display messages or errors or to redirect you. They are displayed on a secure page. We will never provide an error message instructing you to wait before trying to log in again.

BeB offers an email alert feature where you can manage a variety of notifications to be sent in certain situations. We encourage you to enable alerts that suit your needs as an additional security feature.

## Bill Pay Service

Your enrollment in BeB and BMB include Bill Pay Service (“Bill Pay”). There is no monthly charge for Bill Pay, but please refer to our Miscellaneous Bank Fees and Charges Schedule for miscellaneous charges that may apply.

Bill Pay allows you to send payments to both companies and individuals from any account that you designate on BeB or BMB (“Funding Account”). Payees may be added at any time.

Payments will be processed in accordance with the payment instructions provided by you or any other user to whom you provided Bill Pay entitlement. Your Funding Account will be debited on the “Send On” Date

## Business eBanking and Services Agreement

that you select and deliver those funds to the payee that you select on or around the “Deliver By” Date. The “Deliver By” Date will vary depending on the payment method (i.e. check or ACH).

When a user enters payment instructions, you expressly authorize us to withdraw the payment amount from your Funding Account and to remit those funds to the designated payee on your behalf. Additionally, with such payment instruction, you are also authorizing us to debit any applicable service related charge from any of your accounts. You further authorize us to credit your Funding Account for any payment returned from, or undeliverable to, the payee. In addition, you certify that the Funding Account is an account from which you are authorized to make payments and incur debits.

You agree to have available funds in the Funding Account on the “Send On” Date in amounts sufficient to process each payment, as well as to cover any other payment obligations you may have to us. We reserve the right at our sole discretion, without liability, to reject, suspend or reverse a payment if you or any user fails to comply with this requirement or any other terms of this Agreement. If you fail to have sufficient funds in the Funding Account, and we choose not to exercise or have not exercised our right to reverse, suspend or reject a payment, you agree to pay for such payment obligations on demand. You further agree that we may, at our option, debit any of your accounts to cover such payment obligation without any notice to you.

If a payee claims to have not received a payment, please contact our Client Connection Center at 844-266-2548.

Any payment can be modified or cancelled prior to the Cut-Off Time (8:00 PM CT) on the Business Day the payment is to be processed (i.e., the “Send On” Date). However, once a payment is in-process (i.e., after this Cut-Off Time ), it cannot be modified or cancelled. For information regarding the status of a payment, please contact our Client Connection Center at 844-266-2548. Payments will not be processed any day that is not a Business Day as defined in this Agreement.

You acknowledge and agree that we will not be responsible or held accountable for late payments or fees, expenses, or penalties that you may incur regardless of the reason or cause for the late payment.

If a payment that you have scheduled has not posted by the “Deliver By” Date of if you would like to stop payment on a Bill Pay transaction, please contact the Client Connections Center at 844-266-2548. Please be advised that we may not be able to stop payment on a Bill Pay transaction that has already been initiated. If, however, we decide to make a stop payment on a Bill Pay transaction, you shall be responsible for all charges including but not limited to any charges incurred by the payee. You acknowledge and agree that if we initiate a stop payment at your request, you hereby agree to release and waive any and all claims against us with respect to the stop payment order. You further agree to indemnify and hold us harmless with regard to any and all fees, expenses and costs that we may incur involving the stop payment order, including, but not limited to, any attorney’s fees and costs.

All Bill Pay payments will appear on your statement as an “Electronic Bill Payment” regardless of the method in which a payment is sent.

## Transfers

## Business eBanking and Services Agreement

### Internal Transfers

You may access your accounts to make transfers at any time. Although there are no limits on the number of transfers you may make on BeB and BMB, federal regulations require financial institutions to limit the way withdrawals may be made from a savings or a money market account. Specifically, federal regulations impose a six (6) limit transfer per statement cycle on certain types of transfers. Transfers made through BeB and BMB are considered preauthorized transfers which count towards this limit. Please refer to your Business Deposit Account Agreement and disclosures for additional information.

### Limitations on Dollar Amount of Transfers

You may transfer up to the available balance in your account.

### Processing of Account to Account Transfers

Transfers processed prior to 9:00 PM EST Monday on a Business Day will be posted on the same day. Transfers made after 9:00 PM EST on a Business Day may not be posted until the next Business Day. Transfers made on a non-Business Day as defined in this Agreement will be posted on the next Business Day.

### Other Transfer Guidelines

You agree that you will have sufficient available funds in the designated account to cover all outbound transfers on the date scheduled. If an account does not have sufficient funds available on the scheduled transfer date, the transfer will not be made. For other deposit accounts, if the account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon, as set forth in your Business Deposit Account Agreement. If we elect to initiate the transfer, you agree to pay all related fees as disclosed in your Business Deposit Account Agreement.

We may also limit the type, frequency, and amount of transfers for security purposes, and may change or impose other limitations, without notice, at our sole option.

### E-Statement

For each account you have selected to receive bank statements by way of "Online" delivery, bank statements will be only made available to you online. If you change your bank statement delivery method from "Online" to "Paper", you will lose access to any bank statements which were made available to you online. Therefore, we recommend that you save all bank statements made available to you online before changing your delivery method to "Paper."

## Business eBanking and Services Agreement

### Miscellaneous

You agree to provide true, accurate, current and complete information as requested in registering for BeB and BMB. You agree to comply with all applicable laws, rules, and regulations in connection with your use of BeB and BMB.

We may modify BMB from time to time at our sole discretion.

We are providing BeB, BMB and all related services on an "AS IS" and "AS AVAILABLE" basis, without any warranty or guarantee. You acknowledge, understand, and agree that BeB and BMB may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond our control. We shall not be liable for any claim arising from or relating to your use of BeB, BMB, including but not limited to claims relating to any delay, interruption, disruption or similar failure. Further, in no event will we be liable for indirect, consequential or special damages, including lost profits, arising from your use of BeB or BMB, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

We reserve the right to temporarily suspend or deny access to BeB and/or BMB to any user at any time without warning.

Your use of BeB and BMB, and all entities and all accounts that you place under your BeB profile are governed by this Agreement and the Business Deposit Account Agreement governing the accounts you access through BeB and BMB. The Business Deposit Account Agreement is incorporated into this Agreement by reference. The Business Deposit Account Agreement shall govern should there be any conflict between this Agreement and the Business Deposit Account Agreement.

If you have any problems with BeB or BMB, please contact the Client Connections Center at 844-266-2548.

### Termination of Enrollment

This Agreement will remain in effect until you or we terminate this Agreement.

A termination by you will not be effective until two (2) Business Days after we have received from you a signed written notice of termination addressed to:

ConnectOne Bank  
Attention: Business eBanking  
2455 Morris Ave.  
Union, NJ 07083

We may terminate this Agreement at any time by giving written or oral notice to you. If there has been no BeB and/or BMB activity for a period of 180 days, we may terminate your service without written or oral notice. If we do this, you will be required to re-enroll in BeB and BMB.

### Regulations



## **Business eBanking and Services Agreement**

Transactions under BEB and BMB are subject to the provisions of the Electronic Fund Transfer Act and Fair Credit Reporting Act. You were provided with a copy of the Electronic Fund Transfers Disclosure when you opened your account. You should review that disclosure prior to performing any transactions through any service available on BeB or BMB under this Agreement as it provides general information outlining your rights and responsibilities for such transactions.

### **Amendments**

We reserve the right to change any of the terms in this Agreement.

### **Continuing Effect**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement.

### **Acknowledgement**

By using BeB and BMB and having clicked the "AGREE" button upon enrollment, you acknowledge that you read, understand, and accept all the terms and conditions of this Agreement.