



## Internet Banking/Bill Payment Agreement

### RETAIN THIS DOCUMENT FOR YOUR RECORDS

As used in this agreement, the words "you" and "your" refer to the account holder(s) and the words "the Bank", "us", "our" and "we" refer to Investors Bank. The term "Investors Online<sup>SM</sup>" refers to our Internet Banking Product.

If you have registered for Investors Online<sup>SM</sup> only, the provisions regarding Investors Online<sup>SM</sup> Bill Payment Service are not applicable to you. If you have registered or will be registering for Investors Online<sup>SM</sup> Bill Payment Service, all terms and conditions outlined below are applicable to you.

#### **INSTRUCTIONS:**

##### **Investors Online<sup>SM</sup> only:**

- You must have at least one (1) Investors Bank deposit or loan account to enroll in Investors Online<sup>SM</sup>.
- Complete all requested information on the Registration Form on our web site. Provide one (1) Savings or Checking Account number for which you are a Primary Accountholder; our system will automatically link any other accounts for which you are a Primary Accountholder for your access. Your access to Investors Online<sup>SM</sup> will be available immediately unless your Registration requires manual review.
- To obtain access to accounts for which you are the Secondary Accountholder, you must complete an "Add/Delete an Account Application" within our Secure Forms after you've enrolled as a Primary Accountholder and access Investors Online<sup>SM</sup> for the first time.
- If you are not a Primary Accountholder on any of your accounts or if you provide a Loan, CD or Retirement Account number on the Registration Form, your access will be delayed by no more than 3 business days while your Registration is manually processed.
- Submit your Registration over our secure server.
- You may add or delete accounts from Investors Online<sup>SM</sup> at any time.
- **Fees:** Investors Online<sup>SM</sup> is free of monthly service charges.

##### **Investors Online<sup>SM</sup> Bill Payment Service:**

- You must be registered for Investors Online<sup>SM</sup> in order to have access to Investors Online<sup>SM</sup> Bill Payment Service.
- You must have an Investors Bank checking account in good standing to enroll in Investors Online<sup>SM</sup> Bill Payment Service. If you would like to open an account, please call us at the telephone number listed at the end of this document. If your account is new, we reserve the right to delay access to this service for a period of 30 days while we verify identification in accordance with the USA PATRIOT Act.
- Complete all requested information on the Registration Form on our web site and submit it over our secure server.
- Merchants may be added, deleted or modified at any time.
- The following entities may not be paid through Investors Online<sup>SM</sup> Bill Payment Service: (1) federal, state and local government agencies, and (2) merchants outside the United States.

- **Bill Payment and Presentment** - As an added feature to Bill Payment, you may authorize us to obtain access to your bills and present them to you to view while you are scheduling your payments.

If a payee is eligible for bill presentment, you can easily set up the e-bill during the Add Payee process. The bill information page is automatically presented after you select a payee from the payee database (see Add Payee Using Database). Alternatively, you can opt not to receive e-bills from the payee or choose to set up e-bills later.

We offer two types of e-bills:

- **Scraped Bill** - You provide us with the user ID and password for your account at the payee's website. We securely retrieve your bill from that website and make it available to you within Bill Payment and Presentment.
- **Electronic Bill or E-Bill** - You provide us with information about your last bill for the payee. We retrieve your bill from the payee's website and make it available to you within Bill Payment and Presentment.
- **Fees:** Investors Online<sup>SM</sup> Bill Payment Service is free of monthly service charges and transactions charges.

Proof of Payment / Copy of Cancelled Check .....	\$3.00
Stop Payment .....	\$25.00
Returned Item/Check .....	\$30.00
Bill Pay/Presentment CD (annual).....	\$25.00

**Authorization:** By submitting the Registration Form, you authorize Investors Bank to provide account information, transfer funds between your accounts, make Investors Bank loan payments from your Investors Bank deposit accounts, place stop payments on checks you have written, and provide other services as they become available, in accordance with the provisions of this agreement. If you choose to register for Investors Online<sup>SM</sup> Bill Payment Service, you authorize the Bank to debit your account to complete the Investors Online<sup>SM</sup> Bill Payment transaction(s). If you register for Bill Payment and Presentment, you authorize us to use the information you provide to us to obtain access to your bills in order to present them to you. In addition, you authorize the Bank to charge your account(s) for these services as applicable. You further understand that we may use nonaffiliated third parties to provide these services. Any third party service provider will be contractually and legally bound by our Privacy Policy to protect your personal information and use it only for the purpose intended. Refer to our Privacy Policy for further details. By accessing Investors Online<sup>SM</sup>, you accept the terms and conditions of this agreement.

**User ID and Passwords:** For access to Investors Online<sup>SM</sup>, you must enter a User ID (Social Security Number) and Password (which you selected when you registered online). For your protection, when you log in to Investors Online<sup>SM</sup> for the first time, you will be prompted to change your User ID and Password. You may also change your User ID and Password at any time by selecting "Change User ID" or "Change Password" under User Options.

**You understand that your User ID along with your password, is your electronic signature.** It identifies you to us and authenticates and validates the directions given, just as your actual signature and other proof identify you and authenticate and validate your directions to us. **Please remember that Bank employees will never ask you to reveal your password.**

You agree to maintain the confidentiality of your User ID and Password. You authorize the Bank to honor any transfer requests and provide account information to anyone who provides the correct User ID and Password. Furthermore, you agree to promptly notify the Bank if an unauthorized person has obtained your User ID and/or Password, or if unauthorized transfers or errors appear on your statement. You agree that your liability to the Bank for any and all transfers to or from your account(s), whether authorized or unauthorized, as well as your liability for failure to report unauthorized transfers or account errors is limited only by the provisions of the Electronic Fund Transfer Act.

**Minimum System Requirements and System Security:** The system is best viewed at 800 x 600 screen resolution. Security settings for Java scripting and cookies must be enabled. To use Investors Online<sup>SM</sup>, you will need a browser that supports 128-bit encryption (For example, Microsoft Internet Explorer or AOL). Through our Enhanced Login Security, you will be prompted to enroll the computer you are using to access the system. This will identify you the next time you login from that computer. You may enroll as many computers as you like, but we recommend that you do not enroll a public computer. If you do not enroll the computer, you can still gain temporary access by answering "challenge" questions. The Bank utilizes a secure server that supports 128-bit encryption to ensure that your personal information is safely transmitted over the Internet. Firewalls have been installed to prevent unauthorized access to sensitive information. There is also an automatic lockout feature which will automatically lock out an attempt to access account information after five (5) failed logon attempts. The system will automatically require you to change your password at regular intervals. In addition, the system will automatically timeout if your session activity remains idle for a predetermined period of time. Through our "Contact Us" form, you can send us a secure, encrypted e-mail. Please read our online Privacy Statement for information about "cookies" and additional steps we take to safeguard your personal information.

**Account Access:** Once you have registered for Investors Online<sup>SM</sup>, you may access any of your deposit and loan accounts with us that you indicated on the Registration Form for the purpose of reviewing transactions or obtaining balance information. You may access any Investors checking, statement savings, or money market account for the purpose of transferring funds and making Investors loan payments. If you have a loan or line of credit with automatic payments, you may not make any payments through transfers. You may not transfer funds to or from a passbook savings, IRA, holiday club or certificate account. You may not obtain credit advances from your line of credit through Investors Online<sup>SM</sup>. If you have registered for Investors Online<sup>SM</sup> Bill Payment Service, you may access the checking account that you have authorized the Bank to use to pay bills for you. You may, at any time, add or delete accounts from Investors Online<sup>SM</sup> by clicking on "Secure Forms" and completing the online "Add/Delete An Account Application".

**Limitation on Frequency of Transfers:** You may access your accounts and make transfers at any time. Although there are no restrictions on the number of transfers you may make from your regular checking or interest bearing checking accounts, Federal regulations limit the number of transfers which may be made from a savings or money market account to another account or to a third party by means of a check or similar order, preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, to six (6) per monthly statement cycle. Transfers made through Investors Online<sup>SM</sup> from statement savings or money market accounts count towards these limitations. Refer to the Important Account Information For Our Customers Terms and Conditions for further information.

**Limitations on Dollar Amount of Transfers:** You may transfer up to the available balance in your account each business day. Transfers to an Investors loan or line of credit account must be made for the exact amount of the monthly loan payment only. No partial payments, or additional payments will be accepted; payoffs should not be made online. Contact the Bank for actual Loan payoff information. When you schedule Bill Payment transactions, you must ensure that you do not exceed your available balance.

**Processing of Transfers:** Our business days are Monday through Friday, excluding federal holidays. Transfers between deposit accounts that are made on a business day will be processed on the same day. Transfers between deposit accounts that are made on a weekend or holiday will be processed on the next business day. A loan payment will be processed on the next business day.

**Regulations:** Transfers made in accordance with this Agreement, and all rights and liabilities of both you and the Bank, are subject to the provisions of the Electronic Fund Transfer Act. A copy of the Electronic Fund Transfers Disclosure is included here. You should review this information prior to performing transfers through Investors Online<sup>SM</sup> and Investors Online<sup>SM</sup> Bill Payment Service as it gives general information outlining your rights and responsibilities for these transactions.

**Investors Online Plus:** You may register online to bring together, in one convenient location, as many of your accounts and financial relationships as you wish. Your personal Account Aggregation Service shows you up-to-the-minute balances for all your accounts from any financial institution.

You must complete a separate registration for this service and a separate Agreement will be provided to you online at the time you register.

**External Funds Transfers:** As an optional feature of Account Aggregation, you may transfer funds from any of your accounts at any financial institution to any other account held by you or another person at the same or another financial institution. You may use this service to transfer funds between any two of your Accounts which you have provided the necessary information to affect transfer. Transfers can be between Accounts within the same financial institution or at an unrelated financial institution. You may also use the service to transfer funds from one of your Accounts to an account of a recipient.

You must complete a separate registration for this service and a separate Agreement will be provided to you online at the time you register.

**Stop Payments:** Utilizing Investors Online<sup>SM</sup>, you may place a stop payment on any check you have written. If you do, you agree to the following terms and conditions:

- The information on the stop payment must precisely identify the check number, the date of the check and the amount of the check. You understand that the Bank will use all reasonable efforts to comply with a stop payment order. However, if you do not give the exact information, the Bank assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished.
- The stop payment must be received in time to give us a reasonable time to act upon it. Stop payments received before 3:00 p.m. on Monday to Friday, excluding legal holidays are processed on the day received. Stop payments received after 3:00 p.m. or on a weekend or legal holiday will be processed on the next business day. **A stop payment must be received before the check has been presented for payment.**
- The stop payment order is effective for six (6) months unless you request, in writing, that it be released or you renew it through Investors Online<sup>SM</sup> or in writing before the expiration of six (6) months. If the stop payment order is not released or renewed before the expiration of six (6) months, it will automatically terminate and the Bank is free to pay the check. In such an instance, you hereby agree to release and do waive any and all claims against the Bank with respect to the stop payment order or the check itself. You further agree to indemnify and hold the bank harmless with regard to any and all claims involving the stop payment order and/or check, which includes the Bank's reasonable attorney's fees and costs.
- You understand that there may be claims or demands made against the Bank as a result of your request to the Bank. You agree that you will defend the Bank and will be responsible to the Bank if any claim or demand of whatever nature, is made against the Bank with respect to a stop payment order and/or the check itself. You agree to indemnify and defend the Bank and to reimburse the Bank for any reasonable costs, expenses or attorney's fees that the Bank may incur in defending itself against any such claims or demands.
- You agree that a stop payment executed by you online is your written authorization to us.
- You agree to pay a stop payment fee in accordance with our current Fee Schedule for each new stop payment and for each renewal of a stop payment entered through Investors Online<sup>SM</sup>.

You must contact your branch to stop payment on automatic debits processed by the Automated Clearing House (ACH), as this request requires additional documentation to be completed. To place a stop payment on an Investors Online<sup>SM</sup> Bill Payment item, call our Investors Client Care Center at 1-855-iBank4U (422-6548).

**Miscellaneous:** We reserve the right to temporarily suspend this service at any time without prior warning. Our liability for failing to make a transfer under this Agreement is specifically limited by the Electronic Fund Transfer Act, as well as all other applicable federal and state law.

## **ELECTRONIC FUND TRANSFERS - YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Business Days** - Our business days are Monday through Friday, excluding Federal Holidays.

**Preauthorized credits** - You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

**Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking, statement savings,\* or money market account(s).\*

\* **Transaction limitations:** Transfers from an Investors savings or money market account to another account or to third parties by check or similar order, preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, are limited to six per monthly statement cycle.

**Electronic Transfers - types of transfers**- You may access your account(s) 24 Hours a day, 7 days a week as follows:

- Investors Telephone Information System: by telephone at 1-888-444-4466 using your account number and PIN; or
- Investors On-Line Banking; by logging on to our website at [www.isbnj.com](http://www.isbnj.com), using your User ID and Password; to:
  - Transfer funds between checking, statement savings or money market accounts
  - Make payments from checking, statement savings or money market accounts to loan accounts with us
  - Obtain account balance and transaction information on your checking, savings, money market
- Bill Payment: as an added feature to Investors On-Line Banking you may access your checking or money market account to pay bills to third parties in the amounts, and on the days you request.

You must complete separate agreements to use these services.

**ATM Transfers - types of transfers** - You may access your account(s) by ATM using your Visa Check Card or ATM card and personal identification number, to:

- make deposits to checking, statement savings or money market account(s)
- make cash withdrawals from checking, money market, or statement savings account(s)
- transfer funds from statement savings or money market to checking account(s)
- transfer funds from checking to statement savings or money market account(s)
- check the balance of your checking, statement savings or money market account(s)

Some of these services may not be available at all terminals.

**Types of ATM/VISA Check Card Transactions** - You may access your accounts to purchase goods or services or get cash from a merchant (if the merchant permits), or from a participating financial institution and from merchants where Visa Check Cards are accepted.

**ATM Card Transactions** - dollar limitations - Using your ATM card:

- you may not exceed \$610.00 in transactions and fees, if any, per card per day.

**Check Card Transactions** - dollar limitations - Using your check card:

- you may not exceed \$610.00 in cash transactions and fees, if any, per card per day.
- You may not exceed \$2,000.00 in total transactions per card per day.

**Electronic Check Conversion** - You may present a check to a merchant at POS (point-of-sale) whereby the merchant uses the information from the check (routing number, account number, etc.) to create an electronic transfer and the merchant may or may not return the check to you. You may also mail a check for payment of a bill and the company converts the check to an electronic transfer. In this case, the check will not be returned to you. Your statement will show the transaction as an ACH electronic transfer.

### **FEES**

- We do not charge for direct deposits or preauthorized payments to or from any type of account.
- We do not charge monthly or individual transaction fees for your ATM or Visa Check Card.
- **Notice Regarding ATM Fees By Others:** If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.
- Please refer to our separate fee schedule for additional information about fees.

### **DOCUMENTATION**

- Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. Transactions of \$15 or less - If you use an ATM or POS terminal that is not operated by us, you may not receive a receipt.
- Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800-252-8119 or Investors Bank's 24 Hour Telephone Information System at 888-444-4466 to find out whether or not the deposit has been made.
- Periodic statements. You will get a monthly account statement from us for your checking, money market, and statement savings account.

For passbook accounts, if the only possible electronic transfers to or from your account are preauthorized credits, we do not send periodic statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.

### **PREAUTHORIZED PAYMENTS**

Right to stop payment and procedure for doing so:

- If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
  - Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

- Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.
- Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### ***FINANCIAL INSTITUTION'S LIABILITY***

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### ***CONFIDENTIALITY***

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant (with an authorized signature only); or
- (3) in order to comply with a government agency or court order; or
- (4) if you give us written permission.

### ***UNAUTHORIZED TRANSFERS***

*(a) Consumer liability.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an Electronic Fund Transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell 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.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### ***LOST OR STOLEN ATM/VISA CHECK CARD***

If your ATM or Visa Check Card is lost or stolen, call the following number within two (2) business days to report the incident. **1-(800) 472-3272**

### ***ERROR RESOLUTION NO TICE***

In Case of Errors or Questions About Your Electronic Transfers, call us at 1-800-252-8119, or write to us at the address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt or if you believe a transfer was made using information from your check without your permission. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days for new accounts opened within 30 days) (within 5 business days for Visa Check Card transactions) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts opened within 30 days, point-of-sale and foreign initiated transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (within 5 business days for Visa Check Card transactions) for the amount you think is in error, so that you will have the 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, (within 5 business days for Visa Check Card transactions) we may not credit your account. (5 day limit for Visa Check Card does not apply to ATM cash disbursements.)

We will tell you the results within three 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.

**Termination:** This agreement will remain in effect until you or the Bank terminates it. A termination by you will not be effective until the Bank has received a signed written notice from you of the termination and has had reasonable time to act upon it, or you close your account(s). If there is no activity on your Investors Online<sup>SM</sup> service for a period of 90 days, the Bank reserves the right to terminate your service. If we do this, we will notify you 15 business days prior to termination.

**Amendments:** The Bank reserves the right to change any Investors Online<sup>SM</sup> term or fee disclosed upon twenty-one (21) days written notice to you.

**Continuing Effect:** This agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. In the event any provision of this agreement conflicts with state or federal law or is held to be invalid by a court, the remainder of the agreement will continue to be valid.

**Acknowledgement:** By using Investors Online<sup>SM</sup>, you acknowledge that you have read, understand, and accept the terms and conditions of this agreement and the Electronic Fund Transfers Disclosure, a copy of which has been provided to you and is available upon request. You certify that all information you provided in your Registration is true and accurate.

Investors Online<sup>SM</sup> Services  
101 JFK Parkway  
Short Hills, NJ 07078  
Telephone: 1-855-iBank4U (422-6548)  
[www.myinvestorsbank.com](http://www.myinvestorsbank.com)



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