

The Provident Bank

Cardholder Agreement And Disclosure For Consumer Accounts

Welcome to The Provident Bank!

The following Cardholder Agreement and Disclosure for Consumer Accounts (hereafter referred to as the "Agreement") explains the terms and conditions that govern the use of any Automated Teller Machine or Check/Debit Card (Card) issued by The Provident Bank to initiate or conduct electronic funds transfers to or from a consumer asset account. Please take the time to become familiar with the information contained within this Agreement, and retain it for future reference.

1. **Scope of this Agreement.** This Agreement applies to transfers involving your use of The Provident Bank Automated Teller Machine Card ("ATM Card"), The Provident Bank Check Card or Debit Card ("Check Card") and applies to personal accounts only. All cards are collectively referred to as "Card" unless otherwise specifically described. The words "you", "your" and "yours" in this Agreement mean the person or persons who use or accept a Card. The words "Provident," "we," "us," and "our" mean The Provident Bank. By signing, activating, using or accepting the Card or by allowing anyone to use your Card, you agree to the terms and conditions of this Agreement and Disclosure and that you will be responsible for all authorized transfers made through the use of your Card. This Agreement is in addition to the Consumer Deposit Accounts Terms and Conditions Agreement (your "Deposit Agreement"), our Regulation E – Electronic Funds Transfer Disclosure for Consumer Accounts, and other agreements involving your account or your Card.
2. **Maintenance of a Primary Account.** Use of your Card requires the maintenance of a primary account that you designated in your name. For a Debit Card, at a minimum you must maintain an eligible Provident Checking Account (your "Primary Account"); with a Provident ATM Card you must maintain an eligible Provident Checking, Savings, or Money Market Account. Withdrawals and purchases are deducted from your Primary Account. In the event you do not select a Primary Account, we will assign one of your accounts in any category as your Primary Account. You may add, delete or change your designated and Primary Accounts in writing.
3. **Use of your Card.** Your Card is an access device used to initiate electronic funds transfers such as deposits, withdrawals, and transfers to or from your demand deposit checking, savings, or other consumer asset account, through the use of an ATM, computer, telephone or other electronic means. You may also use your Card to conduct purchase transactions directly with a merchant who accepts your Card; these transactions are commonly referred to as Point of Sale (POS) transactions. Whenever you use your

Card to make an authorized deposit, withdrawal, transfer, or POS transaction, you are authorizing us to credit or debit the amount of the transaction to/from your Primary Account unless otherwise instructed at time of the transaction.

We will assign you, or you may select, a confidential personal identification number (PIN) for your Card. You agree to take all reasonable precautions so that no one else learns your PIN (including not telling or disclosing your PIN to any family member, friend, or other person), not writing your PIN on your Card, and not keeping a record of your PIN in the same wallet or place as your Card. You agree that if you give your Card and PIN to another person to use, or authorize the issuance of a Card to your agent or attorney-in-fact pursuant to a Power of Attorney provided to us, you will be responsible for all future use of that Card by such person and you assume responsibility for all transactions up to the limits allowed by applicable law.

- a. **ATM Card.** Your ATM Card may be used at designated ATMs for cash withdrawals, inquiries to accounts, deposits, payments and transfers. At Provident ATMs, you may access up to eight (8) accounts you designate in writing in any combination from the following account categories: Checking or Savings, or line of credit product/Overdraft Privilege (ODP) overdraft protection limit (by way of making a withdrawal and/or a POS purchase from your primary checking account at an ATM or merchant who accepts your Card that exceeds your available balance – see Section 15 for additional information). Your ATM Card may also be used at certain merchant locations for purchases and purchases with cash back.
- b. **Debit Card.** In addition to the ATM Card uses described above, your Provident Debit Card may be used for purchases at any authorized merchant that accepts Visa® debit cards (see Section 10 for limitations). If you give your card number to make a purchase without presenting your Provident Debit Card (such as for mail/telephone orders or online purchases), we may honor the transaction and charge your Primary Account.
- c. **Important Tips.** "Debit or credit?" A merchant may ask you if your purchase is debit or credit. You have two choices. In both instances your purchase will be subtracted from your primary checking account.

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- i. *If you choose debit:* Select the Debit or ATM button and enter your PIN. Use this option if you would like cash back with your purchase. You will not earn rewards/points for this purchase.
- ii. *If you choose credit:* Press the credit button and sign the receipt. For some small dollar purchases and when you pay at the gas pump, you may not need to provide a signature. If your Card earns rewards/points, you must select Credit to earn rewards/points. Note: Although you may choose debit or credit, the merchant may choose to process your transaction differently. This practice may affect your ability to earn rewards/points.

Like writing a check, using your Card can generate overdraft fees. You should have enough money in your account before you make a purchase and record it in your register right away regardless of when the purchase is actually subtracted from your account. Here is some helpful information about how debit cards work:

- i. *Authorizations.* Most merchants ask us to authorize your purchase. As with checks, we may authorize the transaction even if you don't have available funds in your account, however, we are not obligated to do so.
- ii. *Holds.* When we give authorization to a merchant, we will reserve or place a hold on funds in your account to pay for your purchase. There are times – for example, at restaurants or for gas purchases, car rentals or hotels – that merchants won't know the exact amount of your purchase when they request the authorization. This means the authorization could be for an amount higher or lower than your actual purchase amount. Keep this in mind, because it could temporarily affect your available balance if your hold amount is different than your actual purchase amount.

See Section 15 for additional information regarding overdrafts.

- d. *Non-Provident ATMs.* Use your Card at participating networks. Use of your Card

may vary depending on the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or Electronic Fund Transfer (EFT) network may not perform or permit all the above transactions. Transactions at non-Provident ATMs may be subject to a surcharge assessed by the terminal owner. In addition, a specific ATM or EFT network may not provide you with access to all of your accounts based on the policies of the ATM-owning institution. Withdrawals from ATMs outside the United States of America generally do not allow savings or money market access. If you have questions regarding whether a certain ATM or EFT network will process a transaction, call or write us as specified in Section 12.

4. Limitations on Cash Withdrawals and POS

Purchases. You may not use your Card for a transaction that would cause the outstanding balance in any of your designated accounts to be less than zero, unless: (a) the account has been previously linked to a designated overdraft account or (b) the account has been linked to Provident's Overdraft Privilege (ODP) service, is in good standing, has sufficient available funds on the ODP limit, AND you authorize the use of the ODP limit to cover overdrafts resulting from ATM withdrawals/transfers and/or one-time point of sale transactions (see Section 15 for additional information regarding overdrafts). Also, you may not use your Card to transfer money that is not yours to or from your designated accounts. We are not required to complete these transactions, but if we do, you agree to pay us any excess, improperly withdrawn, or transferred amount immediately upon request by us. We may stop or limit electronic transfers from your account at any time if it is necessary to maintain or restore the security of the system or of your account.

- a. **ATM Card.** The maximum amount of cash you may withdraw from one or more of your designated accounts each calendar day is \$500. The maximum Point of Sale ("POS") daily purchase limit is \$500. The total daily limit for combined ATM withdrawals and POS purchases is \$1,000. Your maximum daily limits are based on the type of account you maintain. Cash withdrawals and POS purchases within these limits may be made from your designated:

- i. Checking accounts, Savings accounts, overdraft line of credit, or line of credit product/ODP limit (by way of making a withdrawal and/or a POS purchase from your primary checking account at an

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- ATM or merchant who accepts your Card that exceeds your available balance) at Provident ATMs.
- ii. Primary Checking or primary Savings accounts at non-Provident owned ATMs. Access to your linked accounts may be limited at non-Provident ATMs by the machine owner or service provider.
- b. Debit Card. The maximum amount of cash you may withdraw using any Provident issued Debit Card from one or more of your designated/linked accounts each day ranges from \$500 to \$1,000. The maximum Point of Sale (POS) daily purchase limit ranges from \$1,500 to \$7,500. The total daily limit for combined Debit Card cash withdrawals and POS purchases ranges from \$2,000 to \$8,500. Your maximum limits are based upon the type of account you maintain. See “Personal Accounts & Services Fees” brochure and/or “Regulation E – Electronic Funds Transfer for Consumer Accounts” disclosure for card types and specific limits. Cash withdrawals and POS purchase within these limits may be made from:
- i. Checking accounts, Savings accounts, overdraft line of credit, or line of credit product/ODP limit (by way of making a withdrawal from and/or a POS purchase from your checking account at an ATM or merchant who accepts your Card that exceeds your available balance) at Provident ATMs.
 - ii. Primary checking accounts at non-Provident owned ATMs. Access to your linked accounts may be limited at non-Provident ATMs by the machine owner or service provider.

The merchant may be required to obtain an authorization from us for any transaction over a certain dollar amount.

The available balance in your Primary Account will be reduced by the amount of any transaction for which the merchant received authorization from us, even if the documentation evidencing the transaction has not yet been received or processed by us. When the matching document has cleared through us, any authorization “hold” placed on your account for the amount of the transaction will be released and your Primary Account will be debited for the amount of the transaction. You agree that we are not responsible if we do not authorize or if we dishonor

- other POS, ATM or check transactions drawn on your Primary Account while such a hold is placed.
5. **Foreign Currency Exchange Rates.** When your Card is used for an international transaction, Visa will convert the transaction amount from the foreign currency amount to a United States Dollar amount, in accordance with its currency conversion procedures set forth in its Operating Regulations in effect at the time the transaction is processed. Currently those regulations provide that the currency exchange rate is either (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing dates, which rate may vary from the rate Visa itself receives, or (2) a government-mandated rate in effect for the applicable central processing date, plus an International Service Assessment (ISA) Fee as referenced below in Section 6 - Service Charges and as applicable to currency exchange rate methods (1 & 2). The currency exchange rate in effect on the processing date may differ from the rate in effect on the transaction date or on the posting date.
 6. **Service Charges.** You agree to pay any service charges applicable to your Card, including those listed in Provident’s “Personal Accounts and Service Fees” brochure which is incorporated herein by reference and which is available at our branch offices. These charges are subject to change. If you use a non-Provident ATM you may be charged a surcharge, which is an additional charge for using that machine imposed by the owner of that ATM. Normally these changes are disclosed at the ATM prior to confirming the transaction. These charges typically appear as part of the withdrawal amount on your account statement.

An International Service Assessment (ISA) Fee will be applied to each international transaction (i.e., a transaction occurring in any country outside the United States of America, Puerto Rico or the U.S. Virgin Islands, and where the card-issuing financial institution’s country is different than the merchant’s country), whether or not foreign currency is converted. Example of international transactions may include but are not limited to (1) transactions or cash withdrawals conducted while traveling outside the United States of America, Puerto Rico, or the U.S. Virgin Islands, (2) transactions conducted over the telephone, or (3) transactions conducted over the Internet. The current ISA fee is 2.00% of the transaction amount and may be included in the transaction amount or displayed as a separate transaction on your periodic account statement.

7. **Documentation Concerning Transfers.** Each time you use your Card at a Provident ATM and/or a non-Provident owned ATM, you will have the option to receive a receipt. At POS locations, you may receive an imprinted sales receipt. You will receive a

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periodic account statement showing all your Card transactions. If you have only a savings account, you will receive the statement at least quarterly.

8. **Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account(s) on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. There are some exceptions to our liability, such as:
- a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - b. If the transfer would exceed the credit or overdraft limit available for your account(s).
 - c. If the Provident ATM location or non-Provident ATM where you were making the withdrawal does not have enough cash.
 - d. If the Provident ATM location or non-Provident ATM or POS terminal was not working properly and you knew about the breakdown when you started the transfer.
 - e. If circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.
 - f. If access to your account has been blocked after you have reported your Card lost or stolen.
 - g. If a merchant refuses to accept your Card.
 - h. If there is a hold on your Primary Account, or if access to your Primary Account is blocked, in accordance with banking policy.
 - i. If your funds are subject to legal process or other encumbrance restricting the transfer.
 - j. Other exceptions stated in our Agreement(s) with you.
9. **Liability for Unauthorized Use.** Tell us AT ONCE if you believe your Card and/or PIN has been lost or stolen, or that unauthorized use has or may occur, or if you believe that an electronic funds transfer has been made without your permission using information from your Card. Telephoning is the best way of minimizing your possible losses. If you fail to notify us of the loss, you could lose all the money in your account plus amounts up to your maximum credit limit in your line of credit and/or credit card account(s) or other designated overdraft accounts or limit (if you have requested access to these accounts or limit). If you tell us within two (2) business days after you learn of the loss, theft or possible unauthorized use of your Card, you can lose no more than \$50.00 if someone uses your Card to make unauthorized withdrawals from an ATM or if someone uses your Card to make unauthorized purchases at non-Visa merchants.

If you do NOT tell us within two (2) business days after you learn of the loss, theft or possible unauthorized use of your Card, and we can prove we

could have stopped someone from using your Card and/or PIN without your permission if you had told us, you could lose as much as \$500.00 for unauthorized withdrawals from an ATM or unauthorized purchases at non-Visa merchants. Also, if your periodic account statement shows transactions that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the periodic account statement was provided to you, you may not recover the money you lost for unauthorized transactions after the sixty (60) days, if we can prove that we could have stopped someone from using your Card 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 may extend the time periods.

Under Visa's Zero Liability policy, you will not be liable for any unauthorized purchases made through the Visa network at merchants, including those transacted on the Internet if you contact us within sixty (60) days after the periodic statement on which the transaction occurred was mailed to you.

You agree to assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft or possible unauthorized use of your Card and to comply with such procedures as we may require in connection with our investigation. If you authorized someone to use your Card, you are responsible for all transactions they initiate using your Card until you notify us that such transfers are no longer authorized.

10. **Illegal Activities and ATM Card or Debit Card Use.** You agree not to use your Card or account(s) to engage in activities deemed illegal by federal and/or state laws, including but not limited to Internet gambling. If you use your Card or Account to engage in certain activities deemed illegal by federal and/or state laws, you understand that you will nevertheless be liable for any authorized transactions made by the use of your Card.
11. **Loss or Theft of Your Card.** You agree to notify The Provident Bank immediately at "1-800-448-PROV" (800-448-7768), if you believe your Card or PIN has been lost or stolen or has otherwise come into the possession or knowledge of another person and the security of your account(s) is threatened. If you cannot reach us by telephone, write us at:

The Provident Bank
830 Bergen Avenue
Jersey City, NJ 07306

You should also call the telephone number or write to the address listed above if you believe a transfer has been made using the information from your Card without your permission.

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12. **In Case of Errors or Questions About Your Card Transactions.** If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, telephone or write us as soon as you can. Telephone us at “1-800-448-PROV” (800-448-7768) 24 hours a day, 7 days a week or write us at:

The Provident Bank
830 Bergen Avenue
Jersey City, NJ 07306

We must hear from you no later than sixty (60) days after we send the FIRST periodic statement on which the problem or error appeared.

- a. Tell us your name, account number and Card number.
- b. Describe the error or the transfer you are unsure about, and explain clearly why you believe it is an error or why you need more information.
- c. 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 ten (10) business days. We will tell you the result of our investigation within ten (10) business days [twenty (20) business days for transactions that occurred within 30 days after the first deposit to the account was made] after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days [ninety (90) days for POS transactions, foreign-initiated transactions and for transactions that occurred within 30 days after the first deposit to the account was made] to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days [twenty days for transactions that occurred within 30 days after the first deposit to the account was made] 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 ten (10) business days, we are not required to credit your account. 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. If we credit your account with funds while investigating an error, and we conclude no error has occurred, you must repay those funds to us.

13. **Disclosure of Account Information.** We will not disclose information about your accounts or the payments or transfers you make, except:
- a. As necessary to complete transfers.

- b. To verify the existence and condition of your account with us at the request of a third party, such as a credit bureau, merchant or a member of non-Provident ATM system.
- c. To comply with government agencies, court orders or other legal processes.
- d. If you give us your written permission.

14. **Business Days.** Our business days are Monday through Friday. Federal holidays are not included.
15. **Overdrafts.** In the event that the use of your Card results in an overdraft of your Primary Account, we will charge the overdraft and our standard overdraft fee against other deposit accounts belonging to you. Overdrafts, which occur in a checking account, will be governed by our Deposit Agreement, Line of Credit Agreement, Cardholder Agreement and Disclosure for Consumer Accounts, and/or Overdraft Privilege (ODP) Policy as applicable to your account(s).

ODP coverage for overdrafts resulting from ATM withdrawals/transfers and/or one-time point of sale transactions requires your specific authorization for us to do so by opting-in to our Overdraft Privilege (ODP) service. If you opt-in and one of these transactions overdraws your account, Provident may pay the transaction(s) at its sole discretion and charge you our standard overdraft fee. If you do not opt-in to ODP, and you try to conduct transactions using your Card without sufficient funds on deposit in the affected account, your transaction will most likely be declined. Opt-in determinations can be made by contacting The Provident Bank at “1-800-448-PROV” (800-448-7768).

16. **Collection Costs.** If you initiate transactions through use of your Card which cause a negative balance in your Primary Account or any applicable overdraft protection, and if we initiate collection procedures, you agree to pay all collection costs and, if we refer the matter to an attorney, you agree to pay the reasonable fees of such attorney and actual court cost where permitted by applicable law.
17. **Ownership of Card.** Any Card that we supply to you is our property and must be returned to us immediately upon demand or upon notice of cancellation of your Card. We reserve the right to revoke your electronic transaction privileges. You agree that we may terminate, limit or modify your right to use your Card at any time in the future without notice to you.
18. **Cancellation.** You may cancel any Card we issued for your use at any time by either calling us at “1-800-448-PROV” (800-448-7768) or by returning the Card(s) to us with a letter requesting that we cancel the Card at:

The Provident Bank
830 Bergen Avenue
Jersey City, NJ 07306

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We may cancel this Agreement at any time. However, your obligation under this Agreement and any charges or authorizations made under it prior to cancellation will remain your responsibility.

19. **Deposits and Payments.** All deposits and payments are subject to our verification and collection. Not all types of deposits (e.g. double-endorsed checks where the original payee is not a Provident account holder and/or owner of the account to which the deposit is being made) can be conducted through a Provident-owned ATM. Provident reserves the right to return any unacceptable deposit types and adjust your account balance accordingly.
20. **Effective Date.** The effective date of your transactions will be the posting date on your periodic account statement.
21. **Applicable Law.** This Agreement is governed by the laws, regulations, and rules of the State of New Jersey and of the United States of America. Any change in any of the foregoing that may become effective in the future will also govern the Card.
22. **Amendments.** We may change these terms and conditions at any time. We will give you written notice at least twenty-one (21) days before the change(s) become effective if the change(s) will result in increased costs or liabilities to you or more restrictive limitations on the transfers you may make.
23. **Notices.** Notices sent by us shall be effective when mailed to you at your address that appears in our records. Notices from you to us must be in writing and will be effective when received by us unless otherwise provided in this Agreement and Disclosure.
24. **Refunds or Purchases.** No cash refunds will be made to you on purchases made with your Card. Any refund to you by a merchant or seller of goods or services must be made on a credit voucher submitted to us by the merchant or seller. The amount of your credit will be indicated on your periodic account statement when processed by the merchant or seller.
25. **Claims Against Merchants.** Any claims concerning property or services purchased with your Card must be resolved by you directly with the merchant or seller who accepted your Card, and any claim or defense, which you assert, will not relieve you of your obligation to pay us the total sales amount indicated on the sales receipt.
26. **No Right to Stop Payment.** You are not permitted to stop payment on any purchase through the use of your Card. You are, however, permitted to stop payment on recurring transactions as explained in Section 27.
27. **Right to Stop Payment of Preauthorized Transfer and Procedures for Doing So.** If you have told us in advance to make regular automated payments out of your account, you can stop any of these payments by calling us at "1-800-448-PROV" (1-800-448-7768) or by writing to us at:

The Provident Bank
830 Bergen Avenue
Jersey City, NJ 07306

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 require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop any of these automated payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable to you for your actual losses or damages. If regular automated 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.

If you want to discontinue regular payments on your Card or if your Card or the account to which it is linked is closed, you should notify the merchant whom you have authorized to make such payment in accordance with the agreement that you've executed with the merchant.

Note: To ensure that these recurring payments are no longer processed/accepted by/from the merchant, we may require closure of your existing Card. If we take/require such action, we will issue a replacement Card to you.

28. **Deposits After Account Closed.** We may accept deposits (including merchant credits/refunds) to your account after your account is closed in order to pay outstanding and unpaid purchases through the use of your Card. However, acceptance of any deposit does not reactivate your account or Card.
29. **Notices and Notifications.** Unless other specified in this document, telephone notification or contact to/with The Provident Bank can be accomplished by calling "800-448-PROV" (800-448-7768); and/or written notification to The Provident Bank should be mailed to:

The Provident Bank
ATM Operations Department
830 Bergen Avenue
Jersey City, NJ 07306

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ATM Safety Tips for Our Customers

Please practice the following safety tips pertaining to ATM security.

- Be alert to your surroundings. Immediately cancel any transaction if any circumstance causes you to be suspicious, apprehensive, or concerned for your safety.
- If the ATM is enclosed, please close the entry door leading into the ATM facility upon entering and exiting.
- Do not permit any unknown person(s) to enter the ATM facility after regular banking hours.
- Place withdrawn cash securely upon your person before exiting the ATM facility or before walking away from the ATM.
- Put your money away before leaving the ATM area.
- Direct complaints pertaining to security at the ATM by calling The Provident Bank at “1-800-448-PROV” (800-448-7768) or to the State of NJ Department of Banking and Insurance at 609-292-7272.
- Use the nearest public telephone to call the police if emergency assistance is needed.

Protect your account.

- Safeguard your PIN; memorize it, and never write it on your card or leave it in your wallet.
- Keep your PIN a secret and never tell it to anyone. You will never be asked by an employee of The Provident Bank to provide your PIN to them. Be cautious when giving your account and Card numbers over the telephone or Internet.
- Keep your Card in a safe place. Treat it, as you would cash or credit cards, and notify us immediately if it is lost or stolen.
- Stand between the ATM and people waiting to use the machine so others can't view your PIN. Always take your receipt with you.

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Member FDIC