

Boiling Springs Savings Bank

Deposit Account Disclosures

FUNDS AVAILABILITY POLICIES

AVAILABILITY OF FUNDS

Regulation CC places limits on the length of time the Bank may delay the availability of funds deposited in your checking account.

Like most financial institutions, our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

If you have any questions, be sure and ask us.

DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in business days from the day of your deposit. Every day except Saturday, Sunday, and a federal holiday is a business day. Deposits made before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the above mentioned times or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and whether or not it is made in person as explained below.

SAME-DAY AVAILABILITY

- Cash.
- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- Checks drawn on Boiling Springs Savings Bank.

ACH-IAT transactions – posting of transactions will be delayed if items are suspected of being in violation of OFAC sanctions.

NEXT-DAY AVAILABILITY

Funds from the following deposits are available on the next Federal Reserve processing day after the day of deposit:

- U.S. Treasury checks payable to you.
- Wire transfers.
- Check deposits into the Alliance Business Checking account

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the next Federal Reserve processing day after the day of your deposit:

- State and local government checks that are payable to you.*
- Cashier's, certified, and teller's checks that are payable to you.*
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of the deposit.

* Provided you use the special deposit ticket available upon request

OTHER CHECK DEPOSITS

The first \$500 from a day's total deposit will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you make a deposit of \$700 on a Monday, \$500 of the deposit will be available on Tuesday. The remaining \$200 is available on Wednesday.

NON-LIABILITY OF BOILING SPRINGS SAVINGS BANK FOR DELAYED OR MIS-SENT CHECKS

Your endorsement on the back of the check must be limited to an area of 1 ½ " on the end of the check that is to the left as you view the front of the check.

Boiling Springs Savings Bank shall have no liability to a customer depositing a check with the Bank for the late return of a deposited check where the lateness is caused by endorsements or markings beyond the 1 ½ " area made by you or a prior endorser.

HOLDS ON OTHER FUNDS

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it and would then not be available for withdrawal until the time periods that are described previously for the type of check that you cashed.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$25,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. Funds from check deposits of more than \$25,000 will generally be available no later than the fourth business day after the deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first thirty days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and, in the case of cashier's, certified, and teller's checks, you use the special deposit slip. The excess over \$5,000 will be available on the fourth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of

our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

The Bank reserves the right to decline any deposit on a new account during the first thirty days.

DEPOSITS AT AUTOMATED TELLER MACHINES (ATMS)

Funds from deposits made at a Boiling Springs ATM will be subject to the same rules as outlined within.

DEPOSITS INTO OTHER TYPES OF ACCOUNTS

Checks deposited in any account other than a checking account will be subject to the same availability schedule as above.

Boiling Springs Savings Bank

The following EFT disclosure is for those customers who may sign up for Direct Deposit to their accounts, have Preauthorized Payments charged to their accounts or initiated our Telephone Banking. If you apply for other electronic services, such as our ATM/Debit Card service or Online banking, you will receive a separate disclosure at that time.

ELECTRONIC FUNDS TRANSFER DISCLOSURE

The purpose of this Disclosure Statement is to make you aware of your rights and responsibilities when using our Electronic Funds Transfer Services.

SERVICES OFFERED

If you authorize us to electronically accept preauthorized credits or honor preauthorized payments, initiated Telephone Banking, or are authorized to initiate transfers through the Online Banking programs, we will provide such services.

PREAUTHORIZED CREDITS

You can arrange to have certain recurring payments automatically deposited to your account. Examples of this service include the direct deposit of Social Security payments, other government payments and the direct deposit of your wages or salary.

PREAUTHORIZED PAYMENTS

You can arrange to have certain recurring payments automatically paid from your account. One example of this is the payment of life insurance premiums.

ELECTRONIC CHECK CONVERSION

You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check by other means, such as by mail.

ELECTRONIC RETURNED CHECK CHARGE

Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

TRANSFERS

You can arrange to transfer funds through the telephone banking or online banking systems.

CONSUMER LIABILITY

If you fail to report within sixty (60) days of the transmittal of your statement any unauthorized transfers that appear on the statement, your liability will not exceed:

- * Whichever is less, \$50.00 or the amount of unauthorized transfers that appear on the statement or that occur during the sixty (60) day period plus.
- * the amount of unauthorized transfers that occur after the sixty (60) days and before you notify us, 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.

HOW TO NOTIFY US

If you believe that someone has transferred or may transfer money from your account without your permission call:

**(201) 939-5000 or write:
Boiling Springs Savings Bank
25 Orient Way
Rutherford, NJ 07070**

BUSINESS DAYS

Our business days are Monday through Friday. Saturdays, Sundays and holidays are not included.

TYPES OF AUTOMATIC TRANSFERS

- * You may have deposits made to your checking, passbook savings, statement savings or money market accounts.
- * You may have payments made from your checking and statement savings accounts.
- * You may transfer funds between your checking and statement savings accounts.
- * You may transfer funds from a checking or statement savings account to pay the total payment due on your mortgage or home equity loan.
- * You may transfer funds from a home equity credit line to your checking or statement savings account.

There is no limit to the number of transfers that may be made to and from checking accounts. However, federal regulations limit the number of electronic funds transfers that may be made from savings and money market accounts to six per month. These include check, draft, ATM/Debit Card, automatic, preauthorized or electronic withdrawals.

CHARGES FOR TRANSFERS

There are no charges for these services at the present time. However, we reserve the right to impose a service charge in the future.

Notification of service charge will be given in advance.

DOCUMENTATION OF TRANSFERS

- (a) 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 to find out whether or not the deposit has been made.
- (b) Statement Accounts. You will get a monthly account statement unless otherwise noted.
- (c) Passbook Accounts. If you bring your passbook to us, we will record any electronic transfers that were made to your account since the last time you brought in your passbook.

STOP PAYMENTS AND NOTICE OF VARYING AMOUNTS

- (a) 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's how:
Call us or write us in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. We will charge you our normal fee for each stop-payment order you give according to our current fee schedule.
- (b) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. If you wish to verify a preauthorized transfer, you may call us.

LIABILITY FOR FAILURE TO STOP PAYMENT

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

ACCOUNT INFORMATION DISCLOSURE

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

- * Where it is necessary for completing transfers; or
- * In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- * In order to comply with government agencies or court orders; or
- * If you give us your written permission.

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:

- * If, through no fault of ours, you do not have enough money in your account to make the transfer.
- * If circumstances beyond our control, such as fire or flood, prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.

CHANGE IN TERMS

We may change the terms of this agreement governing electronic fund transfers by giving you written notice of the change at least 21 days prior to the effective date of the change. However, if the change is made for security purposes, we can make a change without giving you prior notice.

ERROR-RESOLUTION NOTICE

In case of errors or questions about your electronic transfers: Telephone or write us immediately, at the phone number or address shown elsewhere in this disclosure, if you think your statement or

receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and account number (if any).
- (b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (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 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days 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, we may not recredit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

Boiling Springs Savings Bank

GENERAL ACCOUNT INFORMATION

ALL ACCOUNTS:

RIGHT TO WITHDRAWAL

Federal regulations allow us to retain the right to require at least seven days notice prior to any withdrawal. If we tell you that we require seven days notice, we will not pay your funds until expiration of the notice period. Passbooks must be presented for all passbook account transactions.

CHARGE BACKS

If we cash a check for you or accept it for deposit to your account and it is returned to us unpaid, we will charge your account for the unpaid check. The unpaid check, or a legal copy, will be mailed to you at the address shown on our records. A service fee may be imposed for this type of activity. See Fee Schedule.

IF YOU DO NOT USE YOUR ACCOUNT

A checking product will be considered inactive after any six month period and all accounts will be considered dormant after any 24 month period in which no deposit, no withdrawal, no interest update posting, or no written correspondence with the Bank is made with respect to the account. An account which has had no activity for 36 consecutive months will be escheated to the State who will hold the funds as abandoned property in a perpetual custodial account. No interest will be paid by Boiling Springs after an escheat.

RIGHT OF OFFSET

If you owe us money and it is due, we can use the money from any account you have with us to pay the debt.

LEGAL PROCEEDINGS

If your account becomes involved in legal proceedings, your use of it may be restricted.

ATTORNEY FEES AND EXPENSES

If we need to hire an attorney to represent us in any matter relating to your account, you agree to pay for all attorney's fees and expenses incurred by us.

JOINT ACCOUNTS

If this is a joint account, any or all of the joint owners can make deposits or withdrawals. We can act on the written instructions of any one or more of the joint owners. Once a joint account is opened, one owner cannot remove another from the title of the account. Any owner may request us to issue a freeze on the account. No withdrawals will be allowed from the account until a request to remove the freeze is executed by all owners of the account.

MINORS ACCOUNTS

If you open an account as custodian for a minor beneficiary (less than 21 years old), your rights and duties are governed by state law.

DISCLAIMER OF LIABILITY

The financial institution is not responsible for or subject to any liabilities to its consumers, other than those imposed upon it by the Uniform Commercial Code, for its own failure to exercise ordinary care. The obligation to exercise ordinary care in the handling of items of deposit and of withdrawal shall be measured by the standard of the reasonableness of procedures established for the transaction involved, and mere clerical error, inadvertence, or oversight without malice, or an honest mistake of judgment shall not be or continue, as to any transaction, a failure to perform such obligations or a failure to exercise ordinary care and in no case shall be deemed wrongful.

INCOME TAX

We will send you a statement showing the total interest earned during the year so you can include it on your income tax returns. No earnings statement will be sent if interest earned is less than \$10. If you fail to report your interest income when you file your return, or if you fail to provide us with a proper taxpayer identification number, or if you provide us with an incorrect taxpayer identification number, we may be instructed by the Internal Revenue Service to initiate backup withholding at the current rate on your interest income.

PERIODIC STATEMENTS

Each month, we will send you a statement of your account if you have a statement account and an image thereof of your canceled checks if a checking account. Boiling Bucks statements are quarterly.

TRANSACTION LIMITATIONS

Transfers from a savings or money market account to another account or third parties by preauthorized, automatic or telephone transfers are limited to six per statement cycle, including by check, draft or ATM/Debit Card.

TRANSFERABILITY

Accounts are not transferable except on the books of Boiling Springs Savings Bank.

CHECKING ACCOUNTS:**STOPPING A CHECK**

If you do not want us to pay a check you have written, you can order us to stop payment. You can notify us by mail or phone. Your stop order takes effect when it is recorded on your account. Your written order will be effective for six months. If your stop order is by phone, you must confirm it in writing. If you do not, we will remove it after 14 days. Your stop order must include your account number, the number and date of your check, the name of the payee and the amount. We cannot be responsible for stop orders with incorrect information. We may charge your account for a stop payment order and may charge for the presentation to us of the check to be stopped (see Fee Schedule). If this is a joint account, we will accept a stop payment order from any owner regardless of who signed the check.

PRINTED CHECK PURCHASES

The Bank reserves the right to require that all purchases of printed checks be done through the Bank's authorized check printers (available upon request). If at any time you should use checks printed by someone other than the Bank's authorized check printers, the Bank reserves the right to reject every check.

OVERDRAFTS AND INSUFFICIENT FUNDS

If an item is presented for more money than you have in your account or on uncollected funds, you will be overdrawn and we will return the item unpaid. The Bank reserves the right however, not to return the item based upon the relationship you have with the Bank, the number of times you have been overdrawn, the amount of the item or items causing the overdraft, frequency of overdrawn accounts, etc. We assess a charge for each item returned or overdrawn (see Fee Schedule). This fee applies to overdrafts created by checks, in person withdrawals, or other electronic means. If you frequently overdraw your account, we reserve the right to close it. When we do, we will mail a notice and a check for the balance of money in the account to the address shown on our records.

DEPOSIT RECLASSIFICATION

This Account consists of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be noninterest bearing. The savings sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

Boiling Springs Savings Bank

MULTIPLE PARTY DEPOSIT ACCOUNT ACT

GENERAL RULES:

1. The account will be subject to the Multiple Party Deposit Account Act and all other laws, regulations and rules of the State of New Jersey and of the United States; the rules and regulations of the Bank; and all changes in any of the foregoing that may in the future become effective.
2. Ownership of your account cannot be changed by your Last Will and Testament.
3. The Bank will be protected from liability for all payments made from your account according to the Multiple Party Deposit Account Act.
4. If a party wants to change the form of the account, the party must notify the Bank in writing.

JOINT ACCOUNT:

If your account is a joint account, then:

1. Each party owns his/her net contribution to the account. In the absence of proof of net contribution, each party will own an equal share of the account during his/her lifetime (unless the parties have specifically agreed otherwise).
2. Upon the death of a party to the account: (a) where there is only one surviving party, the entire account will belong to the surviving party; or (b) where there are two or more surviving parties, each surviving party will continue to own his/her proportionate share, and the proportionate share owned by the deceased party at the time of his/her death will be shared equally by the surviving parties.
3. The Bank recognizes any signature appearing on the signature card as authorization for withdrawal or payment as well as for all other matters affecting the account (unless the account is frozen). Any party to a joint account authorizes the other parties to endorse for deposit in the account any item payable to any or all of the parties. Without notice to any party, the Bank may withdraw any or all of the money from the account and apply the withdrawn money to reduce any indebtedness of any party (whether jointly or individually) to the Bank. A notice sent, mailed or delivered, to any party constitutes notice to all.

TRUST ACCOUNT:

If your account is a trust account (with no separate Trust Agreement of Indenture), then:

1. The account belongs to the trustee(s) during the lifetime of the trustee(s) and belongs to the beneficiary (ies) upon the death of all trustees.
2. Where there are two or more trustees, each trustee has a right to payment from the account. Each trustee owns his/her net contribution. In the absence of proof of net contribution and unless the trustees have specifically agreed otherwise, each trustee will own an equal share of the account during his/her lifetime. Upon the death of a trustee, the surviving trustee(s) will continue to own his/her proportionate share of the account. The share owned by the deceased trustee will be shared equally by the surviving trustee(s). Upon the death of the sole surviving trustee, the account will belong to the beneficiary (ies).
3. Where there are two or more beneficiaries, the account belongs to the beneficiary (ies) who survive all the trustees. Unless

otherwise specifically stated in the account by the trustee(s), each surviving beneficiary will own an equal share of the account. Unless specifically stated, upon the death of a surviving beneficiary, any remaining beneficiary(ies) will not own any portion of the deceased beneficiary's share of the account

PAYABLE ON DEATH ACCOUNT (POD):

If your account is a payable on death account, then:

1. The account belongs to the party(ies) to the account during the lifetime(s) of the party(ies). The term "party(ies)" does not include the POD payee(s). Upon the death of all parties, the account will belong to the surviving POD payee(s).
2. Each party owns his/her net contribution to the account. In the absence of proof of net contribution, each party will own an equal share of the account during his/her lifetime (unless the parties have specifically agreed otherwise).
3. Upon the death of a party where there are one or more surviving parties, each surviving party will continue to own his/her proportionate share and the share owned by the deceased party at the time of death will be shared equally by the surviving party(ies).
4. Upon the death of a party where there is no surviving party, the account will belong to the surviving POD payee(s). If there are two or more surviving POD payees, the following rules will apply: (a) each surviving POD payee will own an equal share of the account, and (b) upon the death of a surviving POD payee, the remaining POD payee(s) will not own any portion of the deceased POD payee's share of the account.

PAYMENTS FROM MULTIPLE PARTY ACCOUNTS:

The following payments from a multiple party account, including payment of the entire account balance, are deemed authorized by all parties to, and any other person with an interest in, the multiple party account, without any duty on the part of Boiling Springs Savings Bank to consider the net contributions of the parties to the account:

- a. Payments, on request, to any one or more of the parties;
- b. Payments pursuant to any statutory or common law right of set off, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and
- c. Payments, on request, to a trustee in bankruptcy, receiver in any state or federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties.

Boiling Springs Savings Bank

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT NOTICE

The Unlawful Internet Gambling Enforcement Act of 2006 prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling. The Department of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement this Act.

As defined in Regulation GG, unlawful internet gambling means to “place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made”.

As a customer of Boiling Springs Savings Bank, these restricted transactions are prohibited from being processed through your account or banking relationship with us.

Boiling Springs Savings Bank is required by Regulation GG to inform its commercial customers of this restriction. If you would like additional information please contact your local branch.

Boiling Springs Savings Bank

ATM/DEBIT CARD CARDHOLDER AGREEMENT

By signing the ATM/Debit Card Application, the applicant (“I” or “we”), in consideration of Boiling Springs Savings Bank / (“you” or “your”) issuing to me an ATM or a Debit MasterCard, hereby agree to be legally bound by the following terms and conditions.

1. Accounts and Uses of the Debit MasterCard or BSSB ATM Card (hereafter referred to as CARD), I have the account(s) with you set forth on my application form. I hereby request that you issue to me one or more CARDS to be used in connection with such accounts as described in this Agreement.

I understand I may use the CARD with my Personnel Identification Number (“PIN”) at a BSSB ATM to (1) withdraw cash from my account(s), (2) effect transfers between my accounts, (3) make deposits to my account(s) or (4) receive information regarding the balance in my account(s).

I may also use ATMs throughout the United States and in certain foreign countries which bear the CIRRUS name and logo and at ATMs throughout the United States which bear the Accel name and logo to (1) withdraw cash from my account(s), (2) effect transfers between my accounts or (3) receive information regarding the balance in my account(s). I further understand that I may use the Debit MasterCard at any retail establishment (Merchant) where ATM or Debit MasterCards are accepted to purchase goods and services and/or obtain cash where permitted by the Merchant and I may use the BSSB ATM Card at any retail

establishment where Accel Cards are accepted to purchase goods and services and/or to obtain cash where permitted. If the transaction is processed using the Debit MasterCard capability, no Personal Identification Number (PIN) is required to authenticate and validate the transaction. If I use the CARD to make a Purchase, I shall be requesting you to withdraw funds in the amount of such Purchase (including any cash received) from my primary checking account designated on my application form. I request that you provide to me such other services or access to other ATM systems or networks using the CARD which you make available and which you advise me are offered in connection with my account(s) set forth on my application form. I also understand that from time to time I may request in writing that you provide access to additional accounts of mine through the CARD you have issued to me. I agree that the uses of the CARD you have described in this Agreement shall be subject to the rules and regulations of each account which is accessed by such CARD.

2. Use of PIN with the CARD. I acknowledge that the PIN which I use with the CARD is my signature, identifies the bearer of the CARD to the Accel, CIRRUS, other network ATM or to a Merchant who uses an electronic terminal which requires the use of my PIN and authenticates and validates the directions given you just as my actual signature and other proof identify me and authenticate and validate my directions. I further acknowledge that my PIN is an identification code that is personal and confidential and that the use of the PIN with the CARD is a security of my account(s). Therefore, I AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS MY PIN.

3. Liability for Unauthorized Transactions. I AGREE TO CONTACT YOU AT ONCE if I believe the CARD(s) issued to me or my PIN has been lost or stolen or money is missing from account(s). I also agree that if my monthly statement shows transactions which I did not make and I do not contact you within 60 days after the statement was mailed to me, I may not get back any money lost after that time. I AGREE THAT IF I GIVE MY CARD(s) AND PIN TO SOMEONE ELSE TO USE, I AM AUTHORIZING THEM TO ACT ON MY BEHALF AND I WILL BE RESPONSIBLE FOR ANY USE OF THE CARD(s) BY THEM.

4. How to Contact. I agree to contact you immediately, if I believe my Debit MasterCard, BSSB ATM Card or PIN has been lost or stolen or that an unauthorized transfer or purchase from any of my accounts has occurred or might occur, by phoning, and by confirming such information in writing to you at Boiling Springs Savings Bank, 25 Orient Way, Rutherford, NJ 07070; (201) 939-5000. After regular banking hours, please call (800) 472-3272.

5. Charges. I agree to pay the charges or transaction fees which are charged by you for these services or for services which may later be offered as such fees or charges may be imposed or changed from time to time. I further understand that some banks may charge surcharges if I use their ATM.

6. Deposits. I agree that when I make a deposit at a BSSB ATM that you have the right to verify the deposit before you make the

money available to me. If I deliver cash, checks, or other items to a BSSB ATM, I understand and acknowledge that the funds from my deposit may not be available for immediate withdrawal and that the availability of my deposit shall depend on your rules and regulations regarding the particular account in which I am making a deposit, and the items that I am depositing. I also understand and acknowledge that not all BSSB ATMs may accept deposits.

7. Liability. If the CARD is issued for a joint account, we agree to be jointly and severally liable under the terms of the Agreement and the agreement for such account.

I agree that if I make deposits to my account(s) with items other than cash and you make funds available to me from such deposits prior to their collection, I agree that you may deduct the amounts of such funds in my account(s) which are not collected or, if the funds in my account(s) are insufficient at such time, I will promptly pay to you any amount of such funds which are not collected.

8. Amendment of the Agreement. I agree that from time to time you may amend or change the terms of this Agreement including amendments or changes to add further CARD services or to amend or change the charges for these services. You may do so by notifying me in writing of such amendments or changes any my use of the CARD after the effective date of any such amendment or change shall constitute my acceptance of an agreement to such amendment or change.

9. Ownership. I agree that the CARD is your property and I will surrender it to you upon your request. I agree that the CARD is non-transferable.

PIN Change – Added Convenience

Most people want to choose their own PIN. You will choose your PIN when you get your CARD. But you can change this number at any time. Simply go to a Boiling Springs ATM and perform a PIN change transaction.

Boiling Springs Savings Bank

ATM CARD/DEBIT MASTERCARD DISCLOSURE

The purpose of this Disclosure Statement is to inform you of certain rights which you have under the Electronic Fund Transfer Act.

1. ATM/DEBIT Card Services.

You may use your Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card with your Personal Identification Number (PIN) at any Accel automated teller machine to conduct any of the following transactions for each of the accounts you have requested to be accessed by your Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card:

- a** Withdraw cash from:
 - (1) your checking account(s); and
 - (2) your statement savings account(s)

- b** Transfer funds between:

- (1) your checking account(s); and
- (2) your statement savings account(s)

- c** Obtain the available balance(s) from:

- (1) your checking account(s); and
- (2) your statement savings account(s).

- d** You may Deposit cash, checks or drafts at any Boiling Springs ATM to:

- (1) your checking account(s); and
- (2) your statement savings account(s)

Some Accel ATMs may only provide access to the accounts you have designated as your primary checking account.

2. CIRRUS Services.

You may use the Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card with your PIN at any CIRRUS automated teller machine to conduct any of the following transactions that are available at the CIRRUS ATM:

- a** Withdraw cash from:

- (1) your checking account(s); and
- (2) your statement savings account(s)

- b** Transfer funds between:

- (1) your checking account(s); and
- (2) your statement savings account(s)

- c** Obtain the available balance(s) from:

- (1) your checking account(s); and
- (2) your statement savings account(s).

These are the present services available from the CIRRUS network, but other services may be provided in the future as they are developed. The above transactions are only applicable to the account which you list on your Boiling Springs Savings Bank Debit MasterCard/ATM Card Application and have designated as the primary account on each account type or such other primary accounts which are added later at your written request.

3. Other ATM Network Access.

From time to time, we may make arrangements with other ATM networks to grant access to the Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card. We shall inform you when such arrangements are made and describe the services which are made available to you and the charges therefore at the time.

4. Purchase Transactions.

Boiling Springs Savings Bank Debit MasterCard.

You may use your Boiling Springs Savings Bank Debit MasterCard and PIN at any retail establishment (Merchant) where they are accepted to purchase goods and services and/or to obtain cash where permitted by the Merchant (Purchase). When you make a Purchase using your Boiling Springs Savings Bank Debit MasterCard and PIN you will be requesting us to withdraw funds from your selected primary checking account in the amount of the Purchase and directing or ordering us to pay these funds to such Merchant. You may also use your Boiling Springs Savings Bank

Debit MasterCard for payment at MasterCard Merchants worldwide. MasterCard transactions require your signature as authorization. When making a Purchase in this manner, you present your Boiling Springs Savings Bank Debit MasterCard like any other MasterCard and a hold will be placed on the funds in your primary checking account. The hold will be in the amount of the transaction request that has been submitted by the MasterCard Merchant for authorization. For certain transactions conducted out of the United States, it may take up to seven (7) business days to post the transaction to your account. Any Purchase refund made by a Merchant will be posted to your primary checking account.

Boiling Springs Savings Bank ATM Card.

You may use your Boiling Springs Savings Bank ATM Card and PIN at any Merchant where they are accepted to make a Purchase. The amount of all such Purchases (including any cash obtained, if permitted) will be deducted from your primary checking account. When you make a Purchase using your Boiling Springs Savings Bank ATM Card you will be requesting us to withdraw funds from your selected primary checking or statement savings account in the amount of the Purchase and directing or ordering us to pay these funds to such Merchant. Any Purchase refund made by a Merchant will be posted to your primary checking account.

5. Limitations on the Use of your Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card.

Settlement Day Limits			
Card Type	Withdrawal/ POS Purchase	Debit Card Purchase	Combined
Debit MC	\$500	\$1,000	\$1,000
ATM Card	\$300 *Checking account must be tied to card to perform pinned POS	\$500*	\$500

You may use the Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card to withdraw up to the limit shown above at ATMs and/or make Purchases at participating retail establishments provided the funds are available in your account(s).

For a Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card, the day for withdrawal limits and purchase limits starts at 3:30 p.m. each day and ends at 3:30 p.m. the next day. There are also certain limitations on the frequency of use of the Boiling Springs Savings Bank ATM Card each calendar day. These limitations are imposed and are not revealed for security purposes.

You will be denied the use of the Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card if you exceed the daily withdrawal or Purchase limit, if you do not have adequate funds available in your account, if you do not enter the correct PIN, or if you exceed the frequency of usage limitation. The receipt provided by the ATM or Merchant terminal (POS) will notify you of your denial. There is a limit on the number of such denials permitted. The

number of attempts that will be allowed is not revealed for security reasons.

6. How to Contact Boiling Springs Savings Bank.

If you believe your Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card or PIN has been lost or stolen, call Boiling Springs Savings Bank at (201) 939-5000 during regular business hours. After regular banking hours, please call (800) 472-3272.

If you find your old card, you may notify us and return your old card to us. If you attempt to use your old card, it may be captured and retained by the ATM.

If you notice unauthorized transactions on your statement, if you think a statement or receipt is wrong or if you need more information about a Purchase listed on a statement or receipt, call (201) 939-5000 during regular business hours or immediately write to Boiling Springs Savings Bank, 25 Orient Way, Rutherford, NJ 07070.

7. Charges for Transactions. We reserve the right to change our fee schedule from time to time and to charge your account in accordance with the fee schedule that will be provided to you at least thirty (30) days prior to change in assessment. In addition to fees charged by us, ATM owners may charge you a fee for performing a transaction at that ATM.

8. Deposit and Payment Information. Deposits made at BSSB ATMs are posted to your account(s) according to the rule and regulations of those account(s) and our funds availability policies which are contained in our disclosure statement required under the Expedited Funds Availability Act, a copy of which has been provided to you or is available upon request. You may not deposit any foreign currency. All items presented at a BSSB ATM are removed before 3:30 p.m. each business day.

Boiling Springs Savings Bank reserves the right to verify the items so deposited before such funds are made available to you; however, the availability of your deposit depends on the type of account in which you deposit your funds, the type of deposit. Consult the rules and regulations of the particular account to which you are depositing your funds and our Funds Availability Disclosure Statement for more information about when your deposit funds will be available for withdrawal.

You may deliver cash, checks and other items at BSSB ATMs for deposit to your account(s).

9. Record of Transaction.

You will receive a printed receipt for each ACCEL ATM, CIRBUS ATM, POS or Debit MasterCard transaction. You will receive a monthly statement showing the status of your account, transactions made during the past month, and any charges which may be imposed for such services or transactions.

10. Liability for Unauthorized Transfers.

CONTACT US IMMEDIATELY if you believe your Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card or PIN has been lost or stolen. Telephone Boiling Springs Savings Bank at (201) 939-5000

during regular business hours. After regular banking hours, call (800) 472-3272.

You could lose all your money in the account(s) if you take no action to notify us on the loss of your Boiling Springs Savings Bank Debit MasterCard, or Boiling Springs Savings Bank ATM Card or PIN. If you notify us of the loss, your liability will be as follows:

a If you contact us within two business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card without your permission.

b If someone used your Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card and PIN without your permission, you could lose as much as \$500.00 if you do NOT contact us within two business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.

c Also, if your monthly statement shows transfers or Purchases that you did not make and you do not contact us within 60 days after the statement was mailed to you, you may not get back any money lost after 60 days, if the transfers or Purchases were made using your Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card and PIN, and we can prove that your contacting us would have prevented those losses.

Your liability will be zero on Debit Card transactions at merchants displaying the MasterCard logo.

Transactions not covered by this limitation will be ATM or PIN-based transactions not processed by MasterCard.

11. Business Days. Boiling Springs Savings Bank's business days are Monday through Friday. Holidays are not included.

12. In Case of Errors or Questions about Your Transactions. Telephone us at (201)939-5000 during regular business hours or immediately write to Boiling Springs Savings Bank, 25 Orient Way, Rutherford, NJ 07070.

Telephone or write us immediately, at the phone number or address shown above, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a** Tell us your name and account number (if any).
- b** Describe the error of 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.
- 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 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) 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 if the transfer involved a new account, a point of sale transactions or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results within 3 business days after we complete 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.

13. Disclosure of Account Information. We will disclose information about your account of the transactions you make to third parties:

- a** where it is necessary to complete transactions;
- b** to verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau;
- c** in accordance with your written permission;
- d** in order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports; and or on receipt of certifications from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

14. Our Liability for Failure to Complete an Electronic Fund Transfer Transaction. If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages caused by our failure unless:

- a** there are insufficient funds in your account to complete the transaction through no fault of ours;
- b** the funds in your account are unavailable;
- c** the funds in your account are subject to legal process;
- d** the transaction your request would exceed the funds in your account;
- e** the ATM has insufficient cash to complete the transaction;
- f** your card has been reported lost or stolen and you are using the reported card;

g we have reason to believe that the transactions requested is unauthorized;

h the failure is due to an equipment breakdown which you knew about when you started the transaction at the ATM or POS;

i the failure was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control;

j you attempt to complete a transaction at an ATM or POS which is not a permissible transactions listed above; or

k the transaction would exceed security limitations on the use of your Boiling Springs Savings Bank Debit MasterCard or Boiling Springs Savings Bank ATM Card.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

Boiling Springs Savings Bank

AUTOMATIC TELLER MACHINE (ATM) SAFETY

- 1.** Scope the area. Make a conscious effort to scope the area immediately adjacent to the ATM machine. Look for suspicious persons or situations. If something does not look right, so not make your transaction. Leave the area and use another machine or come back at another time.
- 2.** Close the entry door of any Automated Teller Machine facility equipped with a door.
- 3.** Limit your time at the machine. Prior to arriving at the ATM site, have your card out to avoid any delay of going through your purse or wallet to find it.
- 4.** Cover your transaction with your body by blocking the keyboard from view. By doing this you will prevent someone from learning your personal Identification Number (PIN).
- 5.** Do not publicly show your cash. Put your cash in your wallet or purse, check to see that you have your card and receipt and leave the ATM immediately. The most important thing to remember is not to leave with cash exposed. Carefully watch for anyone approaching you or starting to follow you.
- 6.** Always keep your Personal Identification Number (PIN) a secret. Never give the number to anyone or write it down anywhere. Memorize it or use a secret code if you must write it down.
- 7.** Notify us immediately if your ATM access card or secret PIN is lost or stolen.
- 8.** Never let anyone use your card or access code. Law enforcement officers or financial officials will never ask for these items. Be suspicious if anyone does ask for these items.

- 9.** Direct complaints concerning Automated Teller Machine security to Boiling Springs Savings Bank (201) 939-5000 or to the New Jersey Department of Banking (609) 292-7272.