



## PRIVACY NOTICE AND CHECKING ACCOUNT AGREEMENT & DISCLOSURE

Date: \_\_\_\_\_

### Welcome to OceanFirst Bank

This Account Agreement and Disclosure contains information about terms, fees, interest rates and conditions for personal checking accounts offered at OceanFirst Bank.

**THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL (SEE "ARBITRATION AGREEMENT" UNDER ACCOUNT AGREEMENT).**

### Table of Contents

CHECKING ACCOUNTS .....	1
FREESTYLE CHECKING .....	1
FREESTYLE CHECKING WITHOUT INTEREST .....	2
FRESH START CHECKING.....	2
HEALTH SAVINGS ACCOUNTS (HSA's).....	3
GENERAL TERMS AND CONDITIONS FOR CHECKING ACCOUNTS.....	4
THE ELECTRONIC FUNDS TRANSFER ACT.....	5
UCC ARTICLE 4A.....	8
ACCOUNT AGREEMENT .....	9
MULTIPLE PARTY ACCOUNT NOTICE.....	13
SUBSTITUTE CHECKS AND YOUR RIGHTS UNDER "CHECK 21" .....	16
PRIVACY NOTICE.....	18
INFORMATION ON THE USA PATRIOT ACT – CUSTOMER IDENTIFICATION PROGRAM.....	21

## CHECKING ACCOUNTS

Checking accounts are subject to all applicable direct charges and fees listed by the Bank in its Fee Schedule. All fees and charges are subject to change.

Call "1-888-623-2698" FOR CURRENT RATE INFORMATION

### FREESTYLE CHECKING

DATE: \_\_\_\_\_

This interest-bearing account qualifies for free basic checks (style "D"), no annual fee VISA® debit card and no monthly fee Online Banking with Bill Pay. Additionally, this account is credited with unlimited rebates of ATM fees charged by other banks within the United States. For each ATM fee charged by banks outside the United States, rebates will be limited to \$1.50 per ATM use.

**RATE INFORMATION** – Interest will be compounded monthly and credited to your account monthly. At our discretion, we may change the interest rate and the annual percentage yield on your account at any time.

Deposit Balance Required to Earn Interest Rate	Interest Rate Earned	Annual Percentage Yield
\$0.01 - \$5,000.00:	_____ %	_____ %
\$5,000.01 +:	_____ %	_____ %

**BALANCE COMPUTATION METHOD** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

**MINIMUM BALANCE REQUIREMENTS** - An initial deposit of \$25 is required to open this account. There is no minimum balance requirement.

**FEES** – See separate Fee Schedule available in all branch offices and on our website at [www.oceanfirst.com](http://www.oceanfirst.com).

## **FREESTYLE CHECKING WITHOUT INTEREST**

**DATE:** \_\_\_\_\_

This account qualifies for free basic checks (style "D"), no annual fee VISA® debit card and no monthly fee Online Banking with Bill Pay. Additionally, this account is credited with unlimited rebates of ATM fees charged by other banks within the United States. For each ATM fee charged by banks outside the United States, rebates will be limited to \$1.50 per ATM use.

**RATE INFORMATION** – Interest will not be paid on this account.

**MINIMUM BALANCE REQUIREMENTS** - An initial deposit of \$25 is required to open this account. There is no minimum balance requirement.

**FEES** - See separate Fee Schedule available in all branch offices and on our website at [www.oceanfirst.com](http://www.oceanfirst.com)

## **FRESH START CHECKING**

**DATE:** \_\_\_\_\_

Account carries no minimum balance requirement, no per check charge, and no annual fee VISA® debit card.

**RATE INFORMATION** - Interest will not be paid on this account.

**MINIMUM BALANCE REQUIREMENTS** - A minimum deposit of \$50 is required to open this account. There is no minimum balance requirement.

### **FEES**

- "Monthly Service Charge": \$12.95 per month, if a direct deposit is posted to the account during the monthly statement cycle, the account will receive a \$5 credit back.
- See separate Fee Schedule available in all branch offices and on our website at [www.oceanfirst.com](http://www.oceanfirst.com).

**EXCEPTION HANDLING** - Checks presented against accounts with Non-Sufficient Funds (NSF) or Uncollected Funds (UCF) will be returned unpaid. Standard NSF/UCF fees will apply.

## HEALTH SAVINGS ACCOUNTS (HSA's)

**DATE:** \_\_\_\_\_

HSA are tax-exempt accounts established exclusively for the purpose of paying or reimbursing qualified medical expenses of you, your spouse, and your dependents when you are covered under a high-deductible health plan (HDHP).

**CUSTOMER RESPONSIBILITY** - Unless otherwise directed by you, all deposits will be considered current year contributions and all withdrawals will be considered qualified distributions. It is your responsibility to determine if transactions comply with the HSA Agreement and to maintain records of qualified expenses. Excessive contributions and impermissible withdrawals will result in adverse tax consequences. Please refer to the "Health Savings Account Application" and "Disclosure Statement" for further information.

**RATE INFORMATION** - The interest rate for your account is \_\_\_\_\_% with an annual percentage rate (APY) of \_\_\_\_%. Interest will be compounded monthly and credited to your account monthly. At our discretion, we may change the interest rate and the annual percentage yield on your account at any time.

**BALANCE COMPUTATION METHOD** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

**MINIMUM BALANCE REQUIREMENTS** - An initial deposit of \$50 is required to open this account. There is no minimum balance requirement.

**FEES** - See separate Fee Schedule available in all branch offices, on our website at [www.oceanfirst.com](http://www.oceanfirst.com), and Article VIII of the HSA Agreement.

**TRANSACTION LIMITATIONS** - Health Savings Accounts are not eligible for all services including online banking, electronic bill pay and Voice Response telephone banking. Wire transfer and ACH activities will be handled on an individual basis to ensure transaction compliance.

## **GENERAL TERMS AND CONDITIONS FOR CHECKING ACCOUNTS**

**WHEN DEPOSITS ARE AVAILABLE FOR WITHDRAWAL** - When you deposit a check at OceanFirst Bank, it takes time for the check to clear and for us to receive the funds. Because of this, our policy is to make funds from your deposits available according to the schedule below. 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.

**BUSINESS DAY** - The length of the delay is counted in business days from the day of your deposit. Every day except Saturday, Sunday, and a Federal Reserve Bank legal holiday is a business day. The end of the business day is determined by the hours of operation for the respective branches as posted in our banking offices. Deposits made after the close of any business day or on Saturday, Sunday or a Federal Reserve Bank legal holiday will be considered made on the next business day.

**IMMEDIATE AVAILABILITY** - The following deposits made into your new or existing account are available the same business day that the deposit is made when payable to the same name as the title on the account:

- American Express Traveler's checks
- Cash
- Electronic Direct Deposits (i.e.: social security benefits or payroll payments)
- Wire Transfers

**NEXT DAY AVAILABILITY** - Funds from the following deposits are available the first business day after the day of your deposit when payable to the same name as the title on the account:

- Cashier's checks and teller's checks
- Certified checks
- Checks drawn on OceanFirst Bank
- Federal Home Loan Bank checks
- Federal Reserve Bank checks
- Postal money orders
- State and local government checks
- U.S. Treasury checks

**OTHER CHECK DEPOSITS** - The first \$225 from a deposit will be available on the first business day after the deposit. All remaining funds up to \$5,525 will be made available for cash withdrawal on the second business day after the day of the deposit. The amount greater than \$5,525 will be available on the fifth business day after the day of the deposit.

**FOREIGN CHECKS** - Checks drawn on banks outside the United States are generally sent for collections instead of being deposited directly into your account. Your account will be credited after we receive payment for the check from the bank on which it is drawn. Refer to Fee Schedule for applicable charge.

**LONGER DELAYS MAY APPLY** - Funds you deposit by check may be delayed for a longer period under the following circumstances:

- If we believe the check being deposited is uncollectible.
- If you redeposit a check that has been returned unpaid.
- If you have overdrawn your account repeatedly the last six months.
- If there is an emergency, such as 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 to you. They will generally be available no later than the seventh business day after the day of your deposit.

**SPECIAL RULES FOR NEW CUSTOMERS** - If your account has been open for less than 30 days and you have had no other transaction accounts with us that have been open for at least 30 days, the following will apply:

- U.S. Treasury Checks, Checks drawn on New Jersey State and Local Governments, Federal Reserve Bank Checks, Federal Home Loan Bank Checks, U.S. Postal Service Money Orders, Certified Checks, Cashier's Checks, Teller's Checks, and Traveler's Checks up to \$5,525 deposited in one day will be available on the first business day after the day of deposit.
- Any of the above items in excess of \$5,525 deposited into your account will be available on the ninth business day after the day of deposit.
- Checks drawn on OceanFirst Bank will be available on the first business day after the day of deposit.
- All other check deposits will be available no later than the sixth business day after the day of deposit.

**RESTRICTIVE LEGENDS** – We are not required to honor any restrictive legends on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are, "must be presented within 90 days," or "not valid for more than \$1,000.00."

**ELECTRONIC DEPOSITS/SPECIAL CHECK HANDLING -**

- If you do not make your deposit of checks in person to one of our employees (for example, if using an ATM or Mobile Deposit ), our policy is to make funds from these deposits available no later than the second day after the deposit. However, longer holds may apply for other reasons, such as large deposits (see longer delays may apply above).
- Special Check handling – If you will need funds from a deposit sooner than the policy states, please inform one of our employees. A special deposit slip or separate transaction may be required to accommodate your request.

**THE ELECTRONIC FUNDS TRANSFER ACT**

We are pleased to inform you that we have the ability to honor electronic deposits, withdrawals and transfers from many types of accounts. One of our Customer Service Representatives will be happy to assist you with this service. Under the Electronic Funds Transfer Act, it is our responsibility to disclose the following information to you.

- (a) *Consumer Liability.* Tell us AT ONCE if you believe your card has been lost or stolen or if you believe that an electronic funds 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 after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone used your card 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 we can prove we could have stopped someone from using your card 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, including those made by card, code or other means, 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.

- (b) *Contact in event of unauthorized transfer.* If you believe your card has been lost or stolen or that a transfer has been made using the information from your check without your permission, call us at: 1-888-623-2698, or write to us at: OceanFirst Bank, 975 Hooper Ave., P.O. Box 2009, Toms River, NJ 08753, Attn: Deposit Operations.
- (c) *Business days.* For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.
- (d) *Transfer types and limitations*
  - (i) *Account access.* You may use your card to:
    - i. Withdraw cash from your checking or savings account.
    - ii. Make deposits to your checking or savings account.
    - iii. Transfer funds between your checking and savings accounts whenever you request.
    - iv. Pay for purchases at places that have agreed to accept the card.
    - v. Pay bills directly from your checking account in the amounts and on the days you request.

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

- (ii) *Electronic check conversion.* You may authorize a merchant or other payee to make a one-time electronic payment from your checking account, using information from your check to:
    - i. Pay for purchases, and
    - ii. Pay bills.
  - (iii) Online Banking and Mobile transfers
  - (iv) *Limitations on frequency and dollar amount of transfers.* For security reasons, there are limits on the number and dollar amount of transactions you can make using our terminals and point-of-sale transfer service.
- (e) *Fees* - Please refer to the Bank's Fee Schedule for the annual fee associated with your Visa Check Card and monthly fees associated with Bill Pay services. These fees will be automatically deducted from your account. By signing the application for a Visa Check Card or signing up for Bill Pay services, you agree to pay any applicable fees.
  - (f) *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, or
    - (3) In order to comply with government agency or court orders, or
    - (4) If you give us your written permission.

(g) *Documentation*

(1) *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.

(2) *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, the person or company making the deposit will tell you every time they send us the money. You can also call us at 1-888-623-2698, to find out whether or not the deposit has been made.

(3) *Periodic statements.* You will get a monthly account statement on your checking or statement savings account.

(4) *Passbook account where the only possible electronic fund transfers are preauthorized credits.* If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

(h) *Preauthorized payment*

(1) *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 at 1-888-623-2698, or write us at 975 Hooper Ave., Toms River, NJ, 08753, Attn: Deposit Operations, 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. (We will charge you the fee set forth in the Bank's current Fee Schedule for each stop-payment order you give.)

(2) *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.)

(3) *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.

(i) *Financial institution's liability.* 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:

(j) If, through no fault of ours, you do not have enough money in your account to make the transfer.

(i) If the transfer would go over the credit limit on your overdraft line.

(ii) If the automated teller machine where you are making the transfer does not have enough cash.

(iii) If the automated teller machine was not working properly and you knew about the breakdown when you started the transfer.

(iv) If circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(v) There may be other exceptions stated in our agreement with you.

(k) *ATM fees.* When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

(l) *Error Resolution Notice.* In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-888-623-2698 or write us at 975 Hooper Ave., Toms River, NJ, 08753, Attn: Deposit



Operations, or E-mail us at [www.oceanfirst.com](http://www.oceanfirst.com) 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (i) Tell us your name and account number (if any).
- (ii) 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.
- (iii) 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 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 credit 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 credit 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.

(l) *VISA Check Card*. If you have a Visa Check Card, please refer to the additional disclosure provided with your Check Card for specific rights and responsibilities pertaining to the Check Card.

## **UCC ARTICLE 4A**

DISCLOSURES REGARDING ELECTRONIC "WHOLESALE CREDIT" TRANSACTIONS SUBJECT TO UNIFORM COMMERCIAL CODE ARTICLE 4A

### **PROVISIONAL PAYMENT:**

Credit given by OceanFirst Bank to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such a final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

### **NOTICE OF RECEIPT OF ENTRY:**

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

**CHOICE OF LAW:**

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New Jersey, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

**ACCOUNT AGREEMENT****GENERAL**

The words "you" and "yours" as used in this Agreement mean the person or persons who have agreed to the terms of this Agreement. The words "we", "us" and "our" refer to OceanFirst Bank N.A. This Agreement and the documents to which it refers constitute our entire agreement and understanding and supersede all prior agreements and understandings. This Agreement may only be changed by written agreement properly executed by you and us and may not be changed orally.

**TERMS**

When you open a deposit account with us by signing a Signature Card, you are agreeing to the terms of this Agreement and the General Rules and Conditions for Savings and Certificates of Deposit Accounts. The terms in this Agreement and the General Rules and Conditions constitute a legally binding contract. Please note that the contract can only be modified as provided in the Agreement. Furthermore, the account(s) will be subject to the laws, rules and regulations of the State of New Jersey and of the United States. Any changes in any of the foregoing that may become effective in the future will also govern the account.

**DEPOSITS**

You may make deposits by mail or in person at our branch offices by using deposit tickets. We have the right to endorse any non-cash items submitted for deposit to your account and to deposit them into your account. We also have the right to limit, refuse or return any deposit. You agree to reimburse us for any loss or expense (including, without limitation, reasonable attorneys' fees and the costs of litigation) we incur because you fail to endorse an item exactly as it is drawn.

**WITHDRAWALS**

(Generally) Withdrawals may be made by written order (check) or withdrawal slip, on forms approved by the Bank and signed by the persons designated on the Signature Card. Withdrawals will first be made from collected funds and the Bank may at any time refuse any withdrawal request against uncollected funds even if our general practice is to the contrary. As required by federal regulations, the Bank reserves the right to require at least seven (7) days' notice prior to allowing a withdrawal.

**ACCOUNT TRANSFER**

This account may not be transferred without our prior written consent. (This paragraph itself does not by itself restrict the transfer of funds out of this account by any method otherwise permitted.)

**NON-CUSTOMER CHECK CASHING**

The Bank reserves the right to refuse to cash checks for someone who is not a customer, even if the check is drawn on OceanFirst Bank

## **TERMINATION**

We may terminate this account at any time upon providing you notice and tendering the account balance by mail to the most recent address listed in our records.

## **AMENDMENTS**

We may amend the terms of this Agreement at any time by sending you written notice at the most current address listed in our records before the change in terms is to take place.

## **NON-SUFFICIENT OR UNCOLLECTED FUNDS AND OVERDRAWN ACCOUNTS**

If you do not have sufficient collected funds in your account to cover a check, Visa® Checkcard /ATM transaction, Electronic Funds Transfer (EFT), Online Bill Payment, Internal Transfer, or Automated Loan Payment, we may charge a Non-Sufficient Funds (NSF) or Uncollected Funds fee and/or refuse to pay the item or honor the transaction as noted below. Refer to Fee Schedule for all applicable fees.

Checks, EFT's, Online Bill Pay and Recurring Debit Card Transactions - We may allow accounts to be overdrawn when you do not have sufficient funds to pay checks and EFT's including automatic bill payments and recurring debit card transactions presented against your account. You will be charged the applicable fee each time we pay an overdraft. We pay these overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay these transactions. If we do not authorize and pay an overdraft, your transactions will be declined and you will be charged a fee. You may opt out of this discretionary overdraft protection by notifying your Branch or calling Customer Care Center at 1-888-623-2698.

ATM and Debit Card – You must opt-in if you want us to authorize and pay overdrafts on ATM and everyday debit card transactions if you do not have sufficient funds to pay these items. You will be charged the applicable fee each time we cover one of these transactions and pay an overdraft. If you do not opt-in to this service and do not have sufficient funds to cover a transaction(s), the transaction(s) will be declined. You must notify the Bank separately if you want to be enrolled in this service. You may opt-in through your Branch or by calling Customer Care Center at 1-888-623-2698.

Sustained Overdraft – If your account becomes overdrawn and the balance remains negative for 5 consecutive days, the Bank may charge a Sustained Overdraft Fee beginning on the fifth day and on each subsequent day until the overdraft is resolved. Refer to Fee Schedule for applicable fee.

The order in which transactions are received and processed by the Bank may affect the total amount of overdraft fees incurred. The Bank processes items from high to low dollar amounts and therefore transactions may not be processed in the order that they occurred. The standard Non-Sufficient Funds or Uncollected Funds fees will be imposed for each item presented against insufficient funds each day. Refer to Fee Schedule for listing of all applicable fees.

We also offer overdraft protection plans such as a link to a savings account or a line of credit that may be less expensive than our standard overdraft practices. To learn more about these options, contact your Branch or Customer Care Center at 1-888-623-2698.

## **STATEMENTS**

You must carefully examine your statement and report any errors, forgeries, or other discrepancies as soon as possible, but in any event no later than 14 days after the statement date or passbook entry date. If you do not report the discrepancy to us in this time, you waive your right to contest the payment and accept the charges assessed and the account balance reported as correct. Refer to The Electronic Funds Transfer Act section for details on reporting errors related to electronic deposits, withdrawals or transfers.

## **UNDELIVERABLE MAIL**

Accounts with a balance of \$20.00 or less for which mail has been returned as undeliverable will be closed after three (3) consecutive months of no customer contact and no account activity. Closing balance will be paid to you upon request.

## **STOP PAYMENTS**

At your request, we may stop payment on a check drawn against your account provided you meet our conditions to effect such a request. You agree to pay the established service charge for Stop Payments and understand that we may accept the Stop Payment request from any of the joint owners of the account (if the account is jointly owned) whether or not they were the signers of the check. Verbal orders must be confirmed in writing using the Bank's stop payment forms no later than 14 days from the original request or it will expire. Stop payments will be in effect for six months unless renewed in writing.

## **AUTHORIZED SIGNATURES**

The signature(s) appearing on the Signature Card are the authorized signatures for your account. We will recognize the signatures provided for payment of funds or transactions concerning the account. We will not be liable for refusing to honor your checks or other signed instructions if we believe in good faith that the signature appearing on such checks or instructions is not genuine. In the absence of a specific written agreement to the contrary, we may honor any check or other item drawn against your account as long as it contains at least one authorized signature.

## **SET-OFF AND SECURITY INTEREST**

If you ever owe us money as a borrower, guarantor, judgment debtor or otherwise, including any obligation owed to a financial institution acquired by us, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your time deposits and other deposit accounts) to use the money from your account to pay the debt. We may use the money to pay the debt even if the withdrawal results in an interest penalty or the dishonor of checks. In the case of a partnership or joint account, each partner or joint owner agrees that we may use the money in their individual accounts to satisfy any one of their individual obligations. We may use the money if:

- (a) you are a joint owner of the accounts;
- (b) you are not indebted to us; and
- (c) the debt is owed to us by another joint owner.

Similarly, each partner or joint owner agrees that we may use the money in their individual accounts to satisfy obligations in the joint account or partnership account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off. This right of set-off does not apply to this account if:

- (a) it is an IRA or tax-deferred retirement account;
- (b) the debt is created by a consumer credit transaction under a credit card plan or
- (c) the debtor's right of withdrawal only arises in a representative capacity.

## **LEGAL PROCESS AGAINST ACCOUNT**

If your account becomes involved in legal proceedings, your use of it may be restricted. If legal action such as a tax levy, attachment, garnishment, etc. is brought against your account; we may refuse to pay out any money from your account until the dispute is resolved. If your account is attached, garnished or otherwise subject to levy by lawful legal action, we will not be liable to you for any sums we may be required to pay because of such attachment, garnishment or other levy, even if paying the money from your account leaves insufficient funds to pay a check you have written. If we incur any expenses relative to this account due to garnishment, levy, or attachment, we may charge the expense to your account or you will reimburse us for such expense. Charges to your account are based on the Fee Schedule of charges that may change from time to time.

## **ARBITRATION AGREEMENT**

At OceanFirst Bank ("OceanFirst") we pride ourselves on maintaining a good relationship with our customers. If you encounter a problem with any of OceanFirst's products or services, we encourage you to contact us immediately. In most cases, a call to OceanFirst or discussing the problem with one of our branch employees will quickly resolve the problem. If you are not able to resolve the problem, any claim you or OceanFirst may have relating to your account(s) will be resolved using the following procedures.

**Each of you and OceanFirst agree that any controversy or claim arising out of or relating to your account(s), this Agreement or any breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (available at [www.adr.org](http://www.adr.org)), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.** At your written request, we will pay all filing, hearing and other fees, excluding attorney's fees, charged by the arbitration organization for a claim asserted by you in arbitration after you have paid an amount equivalent to the fee, if any, for filing the claim in state or federal court, whichever is less, in New Jersey. However, the arbitrator may apportion all fees and costs of arbitration, including reasonable attorney's fees, as the arbitrator deems equitable, including awarding same to the prevailing party. Each of you and OceanFirst agree that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by law to be an available remedy for any of the specific claims asserted. Each of you and OceanFirst understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is limited under state and federal law. **Except as provided in the following sentence, to the fullest extent permitted by law, each of you and OceanFirst agree to waive its rights (1) to seek remedies in court, including any right to a jury trial; and/or (2) to participate in a class action or to join or consolidate claims with claims of any other person either in court or through arbitration.** Nothing contained herein shall restrict either party from seeking temporary injunctive relief in a court of law or filing matters in Small Claims Court.

## **FOREIGN ACCOUNTS**

Federal law requires that every citizen and resident of the U.S., including partnerships and corporations organized in the U.S., that has a financial interest in or signing authority on, any bank or financial account in a foreign country, with an aggregate value of more than \$10,000 at any time during the calendar year, must file Treasury Department Form 90-22.1, with the Treasury Department on or before June 30<sup>th</sup> of the next year.

## **MULTIPLE PARTY ACCOUNT NOTICE (For accounts opened in New Jersey)**

OceanFirst Bank is authorized by N.J.A.C. 3:1-12.4 to provide you with the following Important Notice regarding your Joint Account, Trust Account, or P.O.D. Account. Any such account is subject to the provisions of the Multiple Party Deposit Account Act, N.J.S.A.17:16I-1, et seq.

### **JOINT ACCOUNTS:**

If you are a joint account holder, ownership of the account cannot be changed by will.

Each party to the joint account has a present right to payment from the account. Each party owns his/her net contribution to the account. In the absence of proof of net contributions, and unless the parties have specifically otherwise agreed, each party will own an equal share of the account. We may make payment from the account, including payment of the entire account balance, (i) pursuant to any statutory or common law right of setoff, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and (ii) 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. We are not required to determine net contributions.

Upon death of a party to this account:

- (a) Where there is only one surviving party, the entire account will belong to the survivor;
- (b) Where there are two or more surviving parties, each will continue to own his/her proportionate share. The portion of the account owned by the deceased party will be shared equally by the survivors.
- (c) **Tenants in common accounts** - If you designate the account as Tenants in Common Account, the portion of the account owned by the deceased party will not be shared by the survivors, rather that portion will be distributed according to the will of the deceased party. There are no rights of survivorship to Tenants in Common Account.

If a party wants to change the form of the account, the party must notify us in writing.

In the case of a Tenants in Common Account, the form can be changed only when a written notice has been signed by all parties to the account, and is received by us during the lifetimes of all parties and must not be countermanded by other written notice from the same parties.

Each party acknowledges having read this notice and agrees to be bound by it.

We will be protected from liability for all payments made from the account according to the Multiple Party Deposit Act. This notice is required by regulation of the New Jersey Department of Banking (N.J.S.A. 3:1-12.4).

### **Joint Account and Convenience Account Notice (For accounts opened in New York)**

OceanFirst is authorized by 3 NYCRR 15.3 to provide you with the following important notice regarding your Joint Account and/or Convenience Accounts.

(a) *Joint accounts.* The notice referred to in section 15.2 of this Part shall reasonably inform the joint owners, in plain language, of the terms and conditions of the account, including the relationship and consequences between the parties in the account and the responsibilities of the depository with which the account is established. Without limiting the foregoing, such disclosures shall indicate:

- (1) that such deposit, and any additions thereto, shall become the property of each owner as joint tenants and, as such, that the depository may release the entire account to any owner during the lifetime of all owners;
- (2) that the depository may honor checks or orders drawn by, or withdrawal requests from, any owner during the lifetime of all owners;
- (3) that the depository may be required by service of legal process to remit funds held in the joint account to satisfy a judgment entered against, or other valid debt incurred by, any owner of the account;
- (4) that the depository may honor checks or orders drawn by, or withdrawal requests from, the survivor(s) after the death of any owner(s);
- (5) the depository may treat the account as the sole property of the survivor(s) after the death of any owner(s);
- (6) unless the depository receives written notice signed by any owner not to pay or deliver any joint deposit, or addition or accrual thereon, the depository shall not be liable to any owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, any owner; and
- (7) after the receipt of the notice referred to in subdivision (f) of this section, the depository may require the written authorization of any or all joint owners for any further payments or deliveries.

(b) *Convenience accounts.* The notice referred to in section 15.2 of this Part shall reasonably inform the owner, in plain language, of the terms and conditions of the account, including the relationship and consequences between the parties in the account and the responsibilities of the depository with which the account is established. Without limiting the foregoing, such disclosures shall indicate:

- (1) that such deposit, and any additions or accruals thereto, is the property of the owner individually and, as such, only the owner may request that the account be closed during the lifetime of the owner;
- (2) that the depository may honor checks or orders drawn by, or withdrawal requests from, the owner or the other named person or persons during the lifetime of the owner even if said checks or orders or withdrawal requests reduce the account balance to zero;
- (3) that the depository may be required by service of legal process to remit funds held in the convenience account to satisfy a judgment entered against, or other valid debt incurred by, the owner of the convenience account but not the other named person or persons except as otherwise ordered by a court of competent jurisdiction;
- (4) that prior to receipt by the depository of written notice of the death of the owner, and for such reasonable period thereafter as shall enable the depository to act, the depository may honor checks or orders drawn by, or withdrawal requests from, the other named person or persons after the death of the owner;
- (5) that upon the death of the owner and prior to service upon the depository of a restraining order, injunction or other appropriate process from a court of competent jurisdiction prohibiting payment and for such reasonable period thereafter as shall enable the depository to comply, the depository may make payment to the executor, administrator or voluntary administrator as defined in article 13 of the Surrogate's Court Procedure Act of the deceased owner's estate or to any person designated in section 1310 of the Surrogate's Court Procedure Act;
- (6) that the depository will not treat the account as the property of the other named person or persons during the lifetime of the owner nor after the death of the owner;
- (7) that prior to the receipt by the depository of written notice signed by the owner not to pay or deliver any monies in the account, and for such reasonable period thereafter as shall enable the

- depository to act, the depository shall not be liable to the owner for continuing to honor checks or other orders drawn by, or withdrawal requests from, the other named person or persons; and
- (8) after the receipt of the notice referred to in paragraph (7) of this section, the depository may require the written authorization of the owner for any further payments or deliveries.

(c) *Convenience accounts.* The other named person or persons shall sign a statement at the depository's request agreeing to immediately notify the depository in writing of the owner's death and acknowledging that the account shall not be used after the owner's death:

#### **TRUST ACCOUNTS OPENED PURSUANT TO THE SAVINGS AND LOAN ACT:**

If you hold a trust account, ownership of the account cannot be changed by will.

The account belongs to the trustee/trustees during the lifetime of the trustee/trustees and belongs to the beneficiary/beneficiaries upon the death of all trustees.

- (a) 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 otherwise agreed, each trustee will own an equal share of the account during his/her lifetime. Upon the death of a trustee, the surviving trustee/trustees 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/trustees. Upon the death of the sole surviving trustee, the account will belong to the beneficiary/beneficiaries;
- (b) Where there are two or more beneficiaries, the account belongs to the beneficiary/beneficiaries who survive all the trustees. Unless otherwise specifically stated in the account by the trustee/trustees, each surviving beneficiary will own an equal share of the account. Unless specifically stated, upon the death of a surviving beneficiary, the remaining beneficiary/beneficiaries will not own any portion of the deceased beneficiary's share of the account.
- (c) We may make payment from this account, including payment of the entire account balance, (i) 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 (ii) 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. We are not required to determine net contributions.

If a party wants to change the form of the account, the party must notify us in writing. The form of the account can be changed only when a written notice has been signed by all parties to the account and is received by us during the lifetimes of all parties to the account and must not be countermanded by other written notice from the parties.

Each party acknowledges having read this notice and agrees to be bound by it.

We will be protected from liability for all payments made from the account according to the Multiple Party Deposit Act. This notice is required by regulation of the New Jersey Department of Banking (N.J.S.A. 3:1-12.4).



## **PAY-ON-DEATH (P.O.D.) ACCOUNTS:**

If this account is a P.O.D. account, ownership of this account cannot be changed by will. This account belongs to the party/parties to this account during their lifetime and belongs to the payee(s) upon the death of all parties. The payee(s) have no present right of withdrawal:

- (a) Where there are two or more parties, each party has right to payment from the account. Each party owns his/her net contribution. In the absence of proof of net contribution, and unless the parties have specifically otherwise agreed, each party will own an equal share of the account during their lifetimes. Upon the death of a party, the surviving party/parties will continue to own his/her proportionate share of the account. The share owned by the deceased party will be shared equally by the surviving party/parties. Upon the death of the sole surviving party, the account will belong to the P.O.D. payee(s).
- (b) Where there are two or more P.O.D. payees, the account will belong to the payee(s) who survive all parties. Unless otherwise specifically stated in the account by the party/parties, each surviving P.O.D. payee(s) will own an equal share of the account. Unless specifically stated in the account by the party/parties, upon the death of a surviving P.O.D. payee(s), the remaining P.O.D. payee(s) will not own any portion of the deceased payee(s) share of the account.
- (c) The Bank may make payment from this account, including payment of the entire account balance, (i) pursuant to any statutory or common law right of set off, levy, attachment or other valid legal process of court order, relating to the interest of any one or more of the parties; and (ii) 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. We are not required to determine net contributions.

## **ENTIRE AGREEMENT:**

This Agreement and the documents to which it refers constitute our entire agreement and understanding and supersede all prior agreements and understandings.

If you have any questions regarding this disclosure statement, please contact your local branch.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS UNDER "CHECK 21"**

**WHAT IS A SUBSTITUTE CHECK?** - To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This disclosure describes rights you have when you receive substitute checks from us. The rights in this disclosure do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?** - If you have a consumer deposit account and receive your cancelled checks back with your statement, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account. For example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check. The losses you may attempt to

recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees.)

The amount of your refund under this procedure is limited to the amount of your loss, or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under the law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim in writing and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim in writing.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **HOW DO I MAKE A CLAIM FOR A REFUND?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

**OceanFirst Bank**  
**975 Hooper Ave.**  
**Toms River, NJ 08753**  
**1-888-623-2698**

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. All claims must be provided in writing within 10 business days from your verbal notification. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

#### **Your claim must include:**

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
- An estimate of the amount of your loss
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
- The original substitute check, if possible if not then a copy of the substitute check or the following information to help us identify the substitute check; the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

**IMPORTANT NOTE:** Please press firmly and use only blue or black ink when writing out a check. Other inks and soft imprints may not be captured correctly during the conversion process.

## PRIVACY NOTICE

<b>FACTS</b>	<b>WHAT DOES OCEANFIRST BANK DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Social Security number and transaction history</li> <li>▪ Account balances and account transactions</li> <li>▪ Payment history and credit history</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons OceanFirst Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does OceanFirst Bank share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	Yes
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>▪ Complete the form below and mail to the address indicated</li> <li>▪ Call 1-888-623-2698</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	Call 1-888-623-2698

<b>What we do</b>	
<b>How does OceanFirst Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does OceanFirst Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ Open an account or provide account information</li> <li>▪ Apply for a loan or use your debit or credit card</li> <li>▪ Make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>▪ Affiliates from using your information to market to you</li> <li>▪ Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account, I hold jointly with someone else?</b>	Your choice will apply to everyone on your account.
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Our affiliates include financial companies such as OceanFirst Financial Corp. and OceanFirst Services, LLC.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Nonaffiliates we share with can include insurance companies, investment companies, and direct marketing companies.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Our joint marketing partners include insurance companies, investment companies, and credit card companies.</li> </ul>

## Mail-in Form

Mark any/all you want to limit:

- Do not share information about my transactions and experiences with your affiliates for their everyday purposes.
- Do not share information about my creditworthiness with your affiliates for their everyday purposes.
- Do not allow your affiliates to use my personal information to market to me.
- Do not share my personal information with your nonaffiliates to market to me.

**Name**

**Address**

**City, State, Zip**

**Social Security  
Number  
(Last 4 Digits)**

Mail  
To:

OCEANFIRST BANK –DEPOSIT OPERATIONS  
975 HOOPER AVENUE  
TOMS RIVER, NJ 08753

## **INFORMATION ON THE USA PATRIOT ACT – CUSTOMER IDENTIFICATION PROGRAM**

### **IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify, and record information that identifies each person identified as a “customer”, who opens an account.

What this means for you:

If you are opening an account for yourself or another individual, we will ask for the name, address, date of birth, social security number, and other information that will allow us to identify all customers on the account. We may also ask to see a driver’s license, passport or other identifying documents.

### **IMPORTANT INFORMATION ABOUT OPENING A LEGAL ENTITY ACCOUNT**

If you are opening an account for an institution, we will ask for the entity’s name, address, taxpayer identification number, affiliations and ownership. We may ask to see certified articles of incorporation or other identifying documents on the entity.

Effective May 11, 2018, new rules under the Bank Secrecy Act will aid the government in the fight against crimes to evade financial measures designed to combat terrorism and other national security threats.

EACH time an account is opened for a covered Legal Entity, we are required to ask you for identifying information (name, address, date of birth, social security number as well as identification documents) for each individual that has beneficial ownership (25% or more) and one individual that has significant managerial control of the Legal Entity.

If you are opening an account on behalf of a Legal Entity, you will be required to provide the appropriate documentation and to certify that this information is true and accurate to the best of your knowledge.

**We proudly support all efforts to protect and maintain the security our customers, the bank and our country!**