

Penn Community Bank Third Party Wallet Terms and Conditions

Last Modified: June 2, 2018

The terms and conditions ("Agreement") govern the use of eligible debit cards issued by Penn Community Bank ("Penn Community", "we", "us" and "our") when the cardholder ("you" and "your") adds, attempts to add, and/or maintains card information in one or more various mobile payment systems ("Wallet") on any mobile device ("Device") that supports the Wallet.

These terms are a legal agreement, please read them carefully prior to adding or using your Penn Community Visa® Debit Card in the Wallet. By adding or using your Penn Community Visa® Debit Card in the Wallet, you agree to be bound by the agreement. If you do not agree to the Agreement, you must not add or use your Penn Community Visa® Debit Card to the Wallet. If you want to receive this Agreement in hard copy through the mail, please notify our Customer Care Center at 215.788.1234.

Account Information

Any Penn Community Visa® Debit Card information entered into the Wallet is provided by you, and you are solely responsible for the accuracy and completeness of your account information. You should only enter Penn Community Visa® Debit Cards for which you are an authorized signer and possess a physical debit card issued to you in your name. Your enrollment does not impact any other agreements we have with you. You have the ability to remove your debit card from the Wallet at any time by following the directions provided by the Wallet service providers. The use of the Wallet will also be subject to the agreements and terms of the Wallet service providers and other third parties such as wireless carriers.

Eligibility

You may add your consumer Penn Community Visa® Debit Card to any device that supports the Wallet functionality and is deemed eligible by the Wallet service providers.

Penn Community Bank reserves the right to block, suspend, or cancel your ability to add or utilize your previously added debit cards at any time and for any reason, such as potential fraudulent use, over drafted account(s), or if directed to do so by the Wallet service provider(s) or the card network (Visa®).

Fees and Terms

The terms, disclosures and account agreement that govern your Penn Community Bank account and Penn Community Visa® Debit Card do not change when you add the card to the Wallet. We currently do not charge any fees for adding your debit card to the Wallet or using the Wallet to pay for purchases applied to your debit card. However, you understand that Penn Community or third parties, such as Wallet service providers or wireless carriers, may charge you fees and impose limitations, and restrictions that might affect your use. You are responsible for any wireless carrier data usage fees incurred while using the Wallet.

Please note: Penn Community reserves the right to charge for the Wallet service upon prior notification to users of that service.

Wallet Functionality

We are not the Wallet provider and are not responsible for the providing the service, or the performance or security of third parties such as Wallet service providers, wireless carrier providers, or merchants accepting mobile payment systems or any loss you may sustain in connection with the use of the Wallet. We make no representations about the security of such service or the procedures, if any, used by the Wallet Service Providers. The Wallet may not be accepted at all places where your Penn Community Visa® Debit Card is accepted.

Security and Unauthorized Transactions

You are solely responsible to protect and maintain the confidential nature of your User ID, passwords, and any other information required to make purchases using the Wallet. If you share these credentials with anyone, that person may be able to gain access to your account information and use your Wallet to make purchases.

If your enabled device is lost or stolen, or you have reason to believe that your device credentials have been compromised, you agree to contact us immediately at 215.788.1234. If you are provided with a new Penn Community Visa® Debit Card, you will need to add your new card to the Wallet before making another purchase with the Wallet. Your new card information will not automatically update within the Wallet.

You should notify us immediately if you believe anyone has improperly obtained your device credentials or if you suspect any fraudulent activity in your account(s). You should contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. Telephoning Penn Community (call 215.788.1234) is the best way of minimizing your losses and your liability. Please refer to your Electronic Fund Transfer Initial Disclosure for additional information.

You acknowledge and agree that by using any mobile payment system, you are directly responsible for taking all appropriate precautions to ensure the security, safety and integrity of your account and transaction information, including password protecting your mobile device. You agree not to use the Wallet while driving, or in any other manner that could be considered illegal. In addition, you agree not to leave your mobile access device unattended while logged into an active session and to log off immediately at the completion of each session.

Penn Community Bank is not responsible if there is a security breach affecting any information stored in or sent from the Wallet.

Wallet Unavailability

Your Wallet may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, network services providers and the service providers for the software through which the Wallet is provided.

Virus Protection

Penn Community is not responsible for any electronic virus that you may encounter using the Wallet. We encourage you to routinely use a reliable virus protection product to detect and remove viruses from your mobile device(s). If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Unlawful Internet Gambling Transactions

Penn Community Bank prohibits all unlawful Internet gambling transactions from being processed through this account. You must notify us immediately if you engage in any Internet gambling activities. If we identify any attempts to make unlawful internet gambling transactions, we reserve the right to block these transactions and close the account.

Contacting You Electronically and by Email

You consent to receive electronic communications from us in connection with your Penn Community Visa® Debit Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Penn Community account. You agree to update your contact information with us when it changes.

Disclaimer of Warranty and Limitation of Liability

You are solely responsible for the safe operation and maintenance of your mobile access device. We are not responsible for the availability of data services, any errors, omissions or other issues such as data outages or out of range situations related to the use of your mobile access device or services provided by your mobile access device provider, including any related fees associated with the purchase and use of your mobile access device, services provided by your mobile access device provider, or any other third party. You understand and agree that when you use your Penn Community Visa® Debit Card via a Wallet, you remain subject to the terms and conditions of all your existing agreements with us and our affiliates, including the terms and conditions of any other agreements with any unaffiliated service providers, including but not limited to, your mobile service provider. This Agreement does not amend or supersede any of those agreements, and you are solely responsible for resolving any issues or problems directly with your mobile device access provider or any other third party without involving us.

You are responsible for maintaining a current email address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your account to confirm it reflects recent activity.

LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY MOBILE PAYMENT SERVICE, INCLUDING THE WALLET, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF THOSE DAMAGES, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Accountholder's Indemnification Obligation

You agree to indemnify, defend, and hold Penn Community Bank and our service providers harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from you providing any information about you or your account to or through the Wallet or your use of the Wallet services and/or breach of your obligations under this Agreement or any representations or warranties made by you in this Agreement or in the applicable Deposit Account Agreement, Electronic Fund Transfer Initial Disclosure, and Debit Card Application, any negligent or intentional action or inaction, and/or any breach of the terms and conditions of this Agreement or your violation of any applicable law. You agree that this paragraph shall survive the termination of this Agreement for any reason.

Conflict

If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Penn Community.

Governing Laws and Disputes

This Agreement is governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your Penn Community Visa® Debit Card is covered. Disputes arising from or relating to this Agreement will be subject to any dispute resolution procedures in your Penn Community Electronic Fund Transfer Initial Disclosure.

Privacy

For the latest version of Penn Community Bank's Privacy Policy, please click [here](#).

Changes to Terms and Conditions

We reserve the right to make changes to this Agreement at any time and you are deemed aware of and bound by any changes to this Agreement by your continued access to or use of a Penn Community Visa® Debit Card in the Wallet. We will indicate that changes to this Agreement have been made by updating the date indicated after "Last Modified:" at the beginning of this Agreement. You will also be able to view the revised Agreement on your supported mobile device by accessing your Penn Community Visa® Debit Card in the Wallet. You agree to any such changes by maintaining your Penn Community Visa® Debit Card in the Wallet. If you do not accept any revisions made to this Agreement, your sole and exclusive remedy is to cancel your use of and delete your Penn Community Visa® Debit Card from the Wallet.

We may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or any part of it, to any other party. Any attempt by you to do so is void.