

## PENN COMMUNITY BANK ONLINE BANKING AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service ("Service"). It also describes the rights and obligations of Penn Community Bank the ("the Bank" or "Penn Community"). Please read the following terms and conditions carefully. They govern your access and use of this website. By accessing or using this website, you agree to be bound by the terms and conditions and accept them in full, as the Bank may modify them.

### I. Web Site Terms and Conditions

Limitation of Liability: In no event will the Bank be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this website or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer viruses or line or system failure, even if the Bank, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

### II. Definitions

The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority (with respect to the account);
- "ISP" refers to your Internet Service Provider;
- "Online Banking" is the internet-based service providing access to your Bank account(s);
- "Online Account" means the Bank account from which you will be conducting transactions using the Service;
- "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
- "Time of day" references are to Eastern Time;
- "User ID" is the identification code for your connection to the Service;
- "We", "us", or "Bank" refer to Penn Community Bank which offers the Services and which holds the accounts accessed by the Services;
- "You" or "your" refers to the owner of the account or the authorized representative.

### III. Access to Services

The Bank will provide instructions on how to use the Online Banking Service. You will gain access to your Online Accounts with your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods for purposes of maintenance, updating and revising the software.

For purposes of online banking transactions, one-time transfers between any or your Penn Community accounts are processed immediately. Scheduled transfers are processed at the end of the business day Monday through Saturday, excluding Sundays and holidays.

In no event will the Bank be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this website or use thereof or inability to use by any party, or in connection with any failure of performance, interruption in service, defect, delay in operation or transmission, line or system or server failure, even if the Bank, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

#### How to Contact Us

Call our Customer Care Center at 215.788.1234 during normal business hours.

### IV. Banking Transactions with Online Banking

#### Account Access

You may access any eligible Penn Community Bank accounts online.

#### Transfer of Funds

In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your Penn

Community checking accounts, savings accounts and money market accounts. You are limited to six such transfers from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party.

*Please note: If there are not sufficient funds in the account, we cannot complete the transfer.*

#### Additional Services

New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

#### **V. Schedule of Fees**

The Bank offers the benefits and convenience of the Online Banking Service to you free. However, fees may apply to external funds transfer services and expedited bill payments on the bill payment system. The fees will be disclosed in the Bank's Fee schedule. Expedited check bill payments cannot be sent to an address in Hawaii or Alaska or a P.O. Box. The Bank limits preauthorized transfers (including Online Banking transfers) on savings and money market accounts. The limit is no more than six (6) transfers per statement period. After (6) transfers per statement cycle a fee will be accessed. The fees will be disclosed in the Bank's Fee schedule.

#### **VI. Statements**

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

#### E Statements

The Bank offers Electronic Statement services. You must first be an enrolled Penn Community Bank Online banking customer. Once enrolled; please login to Online Banking and click on the Online Statement link to read and accept our E Statement agreement. Once you read and accept the agreement, you will be enrolled to receive your monthly online statements.

The contents of the E Statement agreement are listed below under "**Electronic Statement and Disclosure Agreement and Authorization**".

#### **VII. Use of Your Security Password**

In accordance with the terms of this Agreement, we will accept instructions from any person using your Password to conduct Online Banking transactions. You will be given the ability to select a Password that will give you access to Online Banking. You will have the ability to change your Password and we recommend that you change your Password regularly. The Bank is entitled to act on instructions received under your Password and you agree that the use of your Password will have the same effect as your signature authorizing any transaction. For security purposes, we recommend that you memorize your Password and do not write it down. You are responsible for keeping your Password, account numbers, and other account data confidential. Where you have authorized any other person to use your Password in any manner, your authorization shall be unlimited in amount and manner.

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not disclose your account information, password, or User ID to anyone.
- Do not leave your PC unattended when logged into the Bank's Online Banking site.
- Never leave your account information within viewable range of others.
- Do not send privileged account information (account number, password, etc.) in any public or general e-mail system.
- If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 215.788.1234 between the hours of 8:00 a.m. to 6:00 p.m., Monday through Thursday, 8:00 a.m. to 7:00 p.m., Friday, and 8:00 a.m. to 12:00 p.m., Saturday. Telephoning the Bank is the best way of minimizing your losses and liability.

#### **VIII. Business Accounts**

If you are a business, any company-authorized user assigned access privileges to your Online Banking services is authorized on such terms, conditions, and agreements as we may require to:

- Enter into this Agreement, as amended from time to time.
- Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future.
- Use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

## **IX. Term and Termination**

### **Term**

This Agreement will become effective immediately and shall remain in full force and effect until termination in accordance with the following provisions.

#### **Termination for Cause**

We may immediately terminate your electronic banking privileges without notice to you under the following circumstances:

- You do not pay any fee required by this Agreement when due.
- You do not comply with the agreement governing your deposit or loan accounts, or if your accounts are not maintained in good standing.
- If the online banking account is in an inactive status

#### **Termination for Convenience**

To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s).

You may notify the Bank by one of the following methods:

- By sending an e-mail to [online@penncommunitybank.com](mailto:online@penncommunitybank.com).
- By calling 215.788.1234
- By writing a letter and either sending it to the following address: Attention: **Internet Banking Team, Penn Community Bank, 118 Mill Street, Bristol, Pennsylvania 19007**. A letter may also be given to a Customer Service Representative at any Penn Community Bank location.

## **X. Electronic Fund Transfer Provisions For Consumers**

As a consumer who uses Electronic Funds Transfer (EFT) services, you have certain rights and responsibilities. These rights and responsibilities are defined by the Electronic Funds Transfer Act and by Regulation E of the Federal Reserve Board. One requirement of this Act and the Regulation is that all financial institutions make certain disclosures to all EFT users. If you use any of the EFT services noted below in Sections I or II, please read the appropriate section carefully. Even if you use only one of our EFT services, please be sure to read the section on general information.

- Preauthorized transfers into your savings account, checking account or money market account, such as social security, VA, CSA, RRRET or payroll deposits. How to contact us: If you have arranged to have a Direct Deposit made to your account at least once every sixty (60) days from the same person or company, you may call our Internet Banking Team to find out whether or not the deposit has been made. Documentation: You will receive a monthly Savings Account Statement, Checking Account Statement or a Money Market Statement showing all electronic transfers. If you bring your passbook to us, we will record any EFT deposits that were made. Non-receipt: If a preauthorized Social Security or Federal Recurring Payment is NOT received by this financial institution, a non-receipt letter will be sent to you.
- If you have arranged for certain automatic payments to be made from your account such as: insurance premiums or club dues etc., you have the right to stop payment. Here's how: Notify the Origination Company that you wish to discontinue payment. Call or write the Internet Banking Team for us to receive your request no later than three (3) business days before the payment is scheduled to be made. If you call, we may also require you to put your request for stop payment in writing and submit it to us within fourteen (14) days after you call. Periodic Statements: You will receive a monthly Account Statement showing all electronic funds transactions. Liability for failure to stop payment: If you order us to stop payment three (3) business days or more before the debit is scheduled, and we do not do so, we will be liable for your losses or damages. However, there are some exceptions. (See Section III General Information) Fees: A fee will be charged for each stop payment request. The fee amount will be disclosed in the Bank's Fee schedule. Please see the Bank's current fee schedule for any applicable fees.

### **General Information**

Account information disclosure: We will not disclose information to third parties about your account or the transactions you make, except: where it is necessary for completing a transaction, or in order to verify the existence and condition of your account for a third party, such as a merchant or credit bureau, or in order to comply with Government Agency or Court Order, or in accordance with your written permission.

Our 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 sufficient available funds 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; if there may be other exceptions stated in other agreements with you. In case of ERRORS or questions about your Electronic Funds Transfer: Telephone us at 215.788.1234 or write us at **Penn Community Bank, 118 Mill Street, Bristol, Pennsylvania 19007.**

Promptly contact us upon detection of an error on your statement, or if you need more information about a transfer. We must hear from you no later than sixty (60) days after we send you the first statement on which the problem or error appeared. Provide your name and account number, describe the error or transfer in question as clearly as possible and indicate the dollar amount of suspected error. If you inform us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If additional time is required, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount in question so that you will have the money during the time it takes us to complete our inquiry. If we ask for the complaint in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we decide there was no error, we will send you a written explanation within three (3) business days after said investigation. You may ask for copies of the documents that we use in our investigation. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude no error has occurred. Our business days are: Monday through Friday, 9:00 a.m. to 5:00 p.m. EST. (excluding holidays) Internet Banking Team may be reached by calling 215.788.1234.

## **XI. Liability**

### Our Liability

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking service as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

#### **We will not be liable to you in the following instances:**

- If through no fault of the Bank, you do not have sufficient available funds in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- If you have not properly followed the instructions for operating Online Banking including the scheduling of payments and/or transfers.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- In no event shall we have any liability to you or any third party for any indirect, special or consequential damages resulting from or arising out of this agreement.

### Indemnification

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking account.

### Third Parties

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Firefox, Google Chrome, Safari or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking account.

### Virus Protection

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

## **XII. General Terms and Conditions**

### Bank Agreements

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement.

#### Changes and Modifications

The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and will be considered received by you three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law.

#### **XIII. Termination, Amendment and Assignment**

We reserve the right to terminate or amend this Agreement, or your access to Online Banking, at any time with any notice as may be required by law. You agree that any required notice may be sent to you electronically at your Online Banking electronic message address. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### Assignment

We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

#### Notices

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

#### Disclosure of Information

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

- Where it is necessary for the provision of Online Banking and for completing transfers.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with government or court orders, or other reporting requirements.
- If you give us your permission; to the Bank affiliated companies.
- Governing Law. This Agreement is governed by the laws of the Commonwealth of Pennsylvania and applicable federal law.

#### **XIV. Mobile Banking Service**

##### Description of Services:

The Mobile Banking Services may include, but are not limited to the following:

- Access and review your account balances and transactions
- Transfer funds between your accounts
- Make payments using your Bill Payment Service
- View Copies of your Cleared Checks.
- Deposit checks through the Consumer Mobile Remote Deposit Service

To Use our Mobile Banking Service you must be enrolled in our Online Banking service. We offer Mobile Banking as an additional method of convenience for you. However, Mobile Banking is not intended to replace your access to, or replace the full functionality of the Online Banking Services for managing your accounts with us.

Instructions regarding the use of Mobile Banking are available on our website and within Online Services. You acknowledge and agree that you are responsible for learning how to properly use your mobile access device and Mobile Banking before actually doing so in accordance with these instructions, including any modifications that we may perform to Mobile Banking from time to time. You agree not to use Mobile Banking or the information or content outside of these instructions. You will need to contact us at 215.788.1234 with any questions you have regarding Mobile Banking.

You acknowledge and agree that by using Mobile Banking 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 to not use Mobile Banking while operating a vehicle, or any other manner that could be considered dangerous or illegal. In addition, you agree to always maintain your mobile device and protect the access to your device at all times. You will not leave your phone unattended while logged into an active session and to log off immediately at the completion of each session.

**Disclaimer of Warranty and Limitation of Liability:** We do not guarantee that your mobile access device and/or mobile access device provider will be compatible with the Mobile Banking Services, and the Mobile Banking Services may be accessible over some network carriers and may not be supported for all mobile access devices. You are solely responsible for the safe operation and maintenance of your mobile access devices. 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, or any other third party. You understand and agree that when you use Mobile Banking, you remain subject to all 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 acknowledge and agree that any mobile access device is susceptible to viruses, spyware, worms, malware, Trojan horses and any other unauthorized programs or software. It is your responsibility only to take all appropriate measures to always protect your mobile device from such harm of viruses which may result in lost or stolen data, damage to programs, files or even graphics, the inoperability of your mobile access device, or any other incidents or issues. The bank is not responsible or liable for any direct, incidental, special or consequential damage as a result from such Viruses detected or present on your mobile device, nor from any incident or circumstance in which sensitive and/or confidential information is accessed from the Mobile Banking in an unauthorized manner by a third party due to such Viruses at any point or from any source.

The use of Mobile Banking is limited to service area locations within the United States, and we make no representations that Mobile Banking will be available for use outside of the service area. Accessing the Mobile Banking service from locations outside of the United States is at your own risk. The use of Mobile Banking is provided at no charge by Penn Community Bank, except as noted for Remote Deposit Capture Services within the Mobile Remote Deposit Services Agreement. Customers always must check with their mobile carriers as standard texting and data usage charges may apply.

## XV. Consumer Mobile Remote Deposit Capture

### General Terms

Consumer Mobile Remote Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. After you log in to Mobile Banking, you may apply for Consumer Mobile Remote Deposit. As used in this Agreement "our" and "we" refer to Penn Community Bank. As a subscriber to Consumer Mobile Remote Deposit, this agreement becomes an Addendum to the Online Banking Agreement and the Deposit Account Agreement between Penn Community Bank and you by acknowledging or agreeing to or signing the applicable account documentation or by using or continuing to use Consumer Mobile Remote Deposit you agree to the terms and conditions of this Agreement. You acknowledge that email and/or messages displayed on your mobile device will be the primary means of communication for the Consumer Mobile Remote Deposit Service. You will be responsible for maintaining a current email address and agree that you will, in a timely manner, review all messages and notifications you receive from us and check your account to confirm the activity is accurate.

### Fees

For Consumer accounts, there will be no cost to use this service. For Business accounts, your first ten (10) deposits within a month will be free and thereafter will be \$1.00 per deposit. The account you deposit your check into will be charged for the fee. These fees may be subject to change and you will be notified by Penn Community at least 30 days before a change will take effect.

### Limits

Our Consumer Mobile Remote Deposits are limited in amount to \$5,000.00 per item, per day, with a rolling 30-day limit of \$10,000.00. The limits on the dollar amount and/or number of items or deposits are subject to change from time to time at the discretion of Penn Community Bank. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

### Eligible items

You agree to scan and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use Consumer Mobile Remote Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are dated after the date on which you wish to make the deposit.
- Checks in currencies other than US Dollars.

#### Requirements

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your account number and "For Consumer Mobile Remote Deposit". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint account owner, either of you can endorse it. If the check is made payable to you and your joint account owner, both of you must endorse the check.

It is your responsibility 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.

#### Receipt of Deposit

All images processed for deposit through Consumer Mobile Remote Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement and any amendments to such Agreement. When we receive an image, we will confirm to you via email that you submitted the image. It is your responsibility to record your confirmation number for reference. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. There will be no subsequent notification that a submitted image has been credited to your account. If, however, your submission is rejected you will receive an email confirmation of such rejection within three (3) business days from Penn Community Bank. It will be your responsibility to check any notifications from Penn Community Bank that pertain to such rejected submissions and contact us to address this issue. We are not responsible for any image that we do not receive. You agree to securely keep the original check for seven (7) business days. You will be able to monitor the crediting of your deposit submission by reviewing your balance through online banking, mobile banking, telephone banking, the Customer Care Center, or by stopping by your local branch.

You agree that the electronic image of the original check or any substitute check, as defined by federal law, will become the legal representation of such item for all purposes (except for funds availability). You acknowledge that Federal Reserve Board Regulation CC (availability of funds) does not apply when you transmit the electronic images of deposit items to us. Funds from deposits made via Consumer Mobile Remote Deposit and confirmed as submitted prior to 4pm Eastern Time generally will be considered deposited on the date of submission and available for withdrawal by the second business day after the deposit. Funds from the deposits made via Consumer Mobile Remote Deposit and confirmed as submitted after 4pm Eastern Time generally will be considered as deposited on the next business day and available for withdrawal by the second business day after the day of deposit. However, we may apply additional delays on the availability of funds based on other factors as determined by us in our sole discretion. Please refer to our website for information regarding holidays or special occasions which may result in an earlier cutoff time.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject or refuse any part of the deposit to your Account using Consumer Mobile Remote Deposit at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your Account to be dishonored and returned. We will notify you of rejected images.

### Business Days

Our business days are Monday through Friday, excluding Saturday, Sunday and Bank observed holidays.

### Original checks

After you receive confirmation that we have received an image, you must securely store the original check for seven (7) business days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within three (3) business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. You should review your account to make sure that the item to be destroyed has been credited to your account.

You agree that you will never re-present the original check unless we have asked you to do so in writing. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

### Returned Deposits

Any credit to your account for checks deposited using Consumer Mobile Remote Deposit is provisional. If original checks deposited through Consumer Mobile Remote Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

### Your Warranties

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- You will not deposit through the Consumer Mobile Remote Deposit Service any item that was previously deposited and returned to you unless we have asked you otherwise in writing. You will only transmit deposit items that originated as paper items.
- You will only use Consumer Mobile Remote Deposit only for lawful purposes and will comply with all the laws and regulations applicable to you in your use of Consumer Mobile Remote Deposit and will not use this service for any purpose prohibited by foreign exchange regulations, postal regulations or any other regulations or statutes.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems or any of our service providers.

#### Compliance with Law

You will use Consumer Mobile Remote Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

#### Consumer Mobile Remote Deposit Unavailability

Consumer Mobile Remote Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Consumer Mobile Remote Deposit is unavailable, you may deposit original checks at our branches or through our ATMs that accept deposits or by mailing the original check to **Penn Community Bank, 118 Mill Street, Bristol, Pennsylvania 19007.**

#### User License

To the extent we or our service providers make any software available to you via download from our website or from a third party directly to your mobile device for use in conjunction with Consumer Mobile Remote Deposit, such software is made available to you as a non-exclusive, non-transferable limited right and license to such proprietary software for use only in conjunction with its permitted use of the Consumer Mobile Remote Deposit Service. Except for such license to you, all rights and title in and to such software, including any improvements, modifications and derivative works remain with such service providers and you shall acquire no rights to such software. You will not, and you will not allow others to (a) copy, modify or create derivative works of such software or display, assign, sublicense, distribute or otherwise transfer any internet in such software or (b) reverse engineer, reverse-compile or reverse-assemble the software or otherwise attempt to obtain source code for the software.

#### Privacy Policy

Any personal information that you share with us while using the Consumer Mobile Remote Deposit Service is governed by the same privacy policy that governs Online Banking.

#### Consumer Mobile Remote Deposit Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. It is your responsibility to notify us immediately by telephone at 215.788.1234 with written confirmation by US mail or email (using the "Contact us" option) if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

#### Your Responsibility

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Consumer Mobile Remote Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. The bank along with our technology partners, inclusive of, but not limited to, Digital Insight. and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

#### Accountholder's Indemnification Obligation

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight. (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is

related to Financial Institution or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

#### LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY 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 REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

#### Termination

We may terminate your use of the Consumer Mobile Remote Deposit Service in whole or in part at any time without cause. We may close it without notice if we reasonably believe it will prevent loss to the bank or if you have violated your agreements with us. We may also terminate your use of the Consumer Mobile Remote Deposit Service if you fail to use the Service or Online Banking for a period of inactivity.

#### Financial Information

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

#### Governing Law

You understand and agree this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-laws doctrine of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the Commonwealth of Pennsylvania.

### **XVI. Online Banking Bill Payment Terms and Conditions**

The Bill Payment service permits you to use your Internet-enabled device to direct payments from your selected online Bill Payment Account to third parties you wish to pay. We have contracted with our Bill Payment Agent to perform these payments for you. Your Bill Payment Account must be a Penn Community Bank checking account. Through the Bill Payment service, you can pay bills from your Bill Payment Account to businesses or individuals. The Bank offers Online Banking Service to you free. However, fees may apply to external funds transfer services, bill payment system expedited bill payments and stop payment requests on checks issued by the bill payment system. The fee amount will be disclosed in the Bank's Fee schedule. Please see the Bank's current fee schedule for any applicable fees.

- a. All payments you make will be deducted from the account that you designate as your Bill Payment Account for the Bill Payment service. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United States. Any one bill payment item cannot be for an amount greater than \$9,999.99. Expedited check bill payments cannot be sent to an address in Hawaii or Alaska or a P.O. Box.
- b. If you wish to close any checking account which is acting as your Bill Payment Account, you must notify us prior to such closing and identify a new checking account which is to serve as your Bill Payment Funding Account for Online Banking. Failure to notify us may result in the removal of Online Banking access. In addition, you agree that we may charge any account you have with the Bank for the amount of any outstanding Bill Payments you owe.
- c. Funds must be available in your Bill Payment Account on the scheduled payment date. After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.
- d. You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly, semi-monthly or monthly, quarterly, semi-annual and annual intervals (a "recurring payment"). If a recurring payment is chosen, the bill will be paid automatically each billing period. If the payment is not a recurring payment, it will be a "one-time payment." One time payments do not recur and are not made until you enter the payee and amount of the current bill and submit the payment. You may change payments that are recurring payments; however, you must allow at least three (3) business days after we receive

- any change to information you have given us about a payee to reflect the change in our records. If any bill payments result in an overdraft to your account the appropriate NSF fee will be assessed.
- e. When you create a new payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business payees, verify information about your account. For all subsequent payments, you agree to allow up to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee.
  - f. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur if you do not have sufficient available funds in your Bill Payment Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of the Bank.
  - g. You will be liable to the Bill Payment Agent and to the Bank for the full amount of any bill payments made on your behalf. No further bill payments will be allowed until this indebtedness to either the Bank or the Bill Payment Agent is paid. You will also be responsible for any insufficient/uncollected fund charges.
  - h. The way to cancel or change a payment is to use the Bill Pay Service. Payments must be changed or cancelled using the Service prior to 10:00 p.m. (EST) on the business day the transaction is scheduled to be initiated.

#### **XVII. Online Banking Bill Payment Authorization**

I AUTHORIZE Penn Community to post payment transactions generated by phone and/or PC from the Bill Paying Service to the account indicated on the form being sent electronically. I understand that I am fully responsible for my account. If at any time I decide to discontinue service, I will provide written notification to Penn Community. My use of the Bill Paying Service signifies that I have read and accepted all terms and conditions of the Bill Paying Service.

I UNDERSTAND that payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check. Penn Community is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

Penn Community Bank Online Banking Disclosure  
Revised 10.2019

#### **MX Money Management Agreement**

This User Agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information ("Services"). Hereinafter, "you" or "your" means the end user of the Services ("User") and "us," "we," "our," or "Financial Institution" refers to the financial institution who provides User access to the Services. NCR Corporation, and MX Technologies, Inc. (collectively, the "Providers") are intended third party beneficiaries of this User Agreement and are entitled to enforce its terms.

##### **I. General**

- (i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Services.
- (ii) User agrees to allow NCR Corporation, its successors and assigns, and its and their third party services providers access and use of such Users' data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein "Aggregated Data" means User Data and information that has been stripped of all personally identifiable information. "User Data" for purposes of this definition, means User account information, account access information and registration information as provided by Users. Nonpublic Personal Information means information concerning Users and their past or present accounts; information falling within the definition of "nonpublic personal information" or "personally identifiable financial information" under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.
- (iii) Financial Institution has no liability to User or other third parties relating to any delays, inaccuracies or incomplete Services caused by the failure of Financial Institution to properly or timely meet its obligations or requirements in connection with the Services.
- (iv) User shall determine and be responsible for the completeness, authenticity and accuracy of all such information submitted to the Services.

##### **II. Provide Accurate Information**

You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate.

You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

### **III. Content You Provide**

Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. The foregoing provision is not intended to authorize our service providers to offer products and services directly to you. Except as otherwise provided herein, we or our service provider may store, use, change, or display such information or create new content using such information.

### **IV. Power of Attorney**

You grant Financial Institution and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

### **V. Third Party Accounts**

With respect to any third party sites we may enable you to access through the Services or with respect to any non-Financial Institution accounts you include in the Services, you agree to the following:

- a. You are responsible for all fees charged by the third party in connection with any non-Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-Financial Institution account, you agree to direct these to the account provider.
- b. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

### **VI. Limitations of Services**

When using the Services, you may incur technical or other difficulties. Neither we nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

### **VII. Acceptance of User Agreement and Changes**

Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

### **VIII. Aggregated Data**

Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties,

except as otherwise permitted by this User Agreement. Notwithstanding any other provision of this User Agreement, use of data collected through your use of the Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeting marketing activity may issue a display ad for a group of users, where each user is identified as having an open credit card account through a financial institution.

#### **IX. Ownership**

You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

#### **X. User Conduct**

You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institutions or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

#### **XI. Indemnification**

You agree to defend, indemnify and hold harmless Financial Institution, its third party services providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

#### **XII. Disclaimer**

The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its third party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

#### **XIII. DISCLAIMER OF WARRANTIES**

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

#### **XIV. Other Items**

You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid.

Penn Community Bank MX Disclosure

Revised 7.2018

**Purchase Rewards Disclosure**

**In addition to the above content, if you decide to use the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.**

**LICENSE GRANT AND RESTRICTIONS.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the Debit Rewards Offers, the term "Debit Rewards Offers" also includes any other programs, tools, internet-based services, components and any "updates" (for example, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in Debit Rewards Offers, use any tool to enable features or functionalities that are otherwise disabled in Debit Rewards Offers, or decompile, disassemble, or otherwise reverse engineer Debit Rewards Offers except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using Debit Rewards Offers; or (vii) otherwise use Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

**OWNERSHIP.** Debit Rewards Offers is protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**YOUR INFORMATION AND ACCOUNT DATA WITH US.** You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access Debit Rewards Offers, or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with Debit Rewards Offers, or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for Debit Rewards Offers, or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to Debit Rewards Offers, or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide Debit Rewards Offers, or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**THIRD PARTY SERVICES.** In connection with your use of Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**THIRD PARTY WEBSITES.** The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of

any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in Debit Rewards Offers, or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**DEBIT REWARDS OFFERS.** If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

**Debit Rewards.** You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

**Debit Rewards Offers Account.** You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or miss-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

Penn Community Bank Purchase Rewards Disclosure  
Rev. 7.2018

#### **Penn Community Bank Electronic Statement and Disclosure Agreement and Authorization**

##### **I. Introduction**

Through Online Banking, you can receive your bank deposit and loan statement(s) and disclosures in an electronic format. This Electronic Statement and Disclosure Agreement and Authorization explains the terms and conditions governing this service offered through Online Banking. All of your accounts at Penn Community Bank, the Bank, are also governed by applicable Account Disclosures and Agreements: Online Banking Agreement Disclosure and Deposit Account Agreement.

## **II. Acceptance**

By reading and agreeing to the Terms and Conditions of this service, you authorize the Bank to deliver your account(s) statements and regulatory disclosures regarding your account(s) in electronic format for the account(s) connected to your Online Banking record. You are also agreeing to discontinue the receipt of your statements and bank disclosures in paper form as previously provided to you through the U.S. Mail.

## **III. Terms & Conditions**

### Requirements and Equipment

You hereby affirm and agree that you have access to the following computer hardware and software, which are necessary for the operation of this Program:

- Internet access and an up-to-date browser. Please reference the Bank's Accessibility Statement located at the bottom of the page on the Bank Website for current requirements.
- Program capable of viewing .pdf files
- Sufficient memory to save .pdf files, if you decide to save the files
- A printer, if you decide to print the files

The Bank will notify you of any material change in hardware or software required for retrieving account statements or disclosure information through its Accessibility Statement on the Bank Website. If such changes render you unable to access the Program, you may cancel your participation in the Program immediately by terminating this Agreement as outlined below. There will be no charge for such termination.

### Delivery Methods, Termination and Paper Copy Procedure

Your statement cutoff date will remain the same when you elect to receive statements electronically. The Bank will notify you at the email address on file when your statement or disclosure is available. You can retrieve the statement at your convenience by going to [www.penncommunitybank.com](http://www.penncommunitybank.com) logging on to Online Banking, and clicking on the "e-Statements" tab found under the Account Access page.

NOTE: Customers that have a combined statement for multiple accounts will have access to the complete statement via the primary account e-Statement. Other accounts will show that there are no statements available.

At any time, you may discontinue receiving disclosures and account statements electronically. You may unsubscribe by notifying us in writing, calling or sending us an email. Please remember to include your name and address. (**Note: Account numbers should not be included in emails.**)

A paper copy statement can be requested by calling our Customer Care Center at 215.788.1234 or sending a Secure Form through Online Banking (see the "Support" link). A fee of \$5 per statement may be assessed for requesting a paper copy statement.

### Availability of Electronic Statements

Electronic Statements and disclosures will be available for a period of 18 months. It is recommended that electronic statements be printed or downloaded for permanent retention.

## **IV. Your responsibility to notify us regarding errors, irregularities and/or unauthorized access or change of email address**

You must promptly examine your electronic statements upon receipt. If you believe someone has gained unauthorized access to your statement and/or you suspect an error or irregularity with your statement, you should notify us immediately. (See "How to Contact Us" and "Liability" below).

Please contact us if you do not receive your email notifications related to your e-Statements or online disclosures. There may be an issue with your email address. You should always contact us when you make a change to your email address to ensure we have the most up to date information.

## **V. How to Contact Us**

You may contact Penn Community Bank:

- By using the contact information on the back of your statement
- By telephone at 215.788.1234
- In writing to: **Penn Community Bank, 118 Mill Street, Bristol, Pennsylvania 19007**
- You may also contact us through our Secure Form at: <https://www.penncommunitybank.com/home/contact>

### Amendment and Termination

We may amend or change this Agreement at any time after such notice or authorization, if law requires any. If law requires no notice or authorization, your continued acceptance of electronic disclosures or statements after the effective date of such change will constitute your acceptance of and agreement with such amendment(s).

We may terminate this Agreement, and immediately revoke or refuse electronic disclosures or statements at any time, with or without cause or prior notice. If we terminate your access to our Online Banking service, you will no longer receive statements electronically. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

## **VI. Liability**

We will use our best efforts to deliver your electronic disclosures and statements in a timely manner, and in accordance with any applicable time limits required by law. However, we shall incur no liability if we are unable to deliver your electronic disclosures and statements due to the existence of any one or more of the following circumstances:

- Our online banking system is not functioning properly and you have been advised by us of a malfunction, or
- Your equipment or Online access was not working properly, or
- Online service was interrupted due to traffic or other disruption, or
- Circumstances beyond our control (including, but not limited to fire, flood, interruption of telephone service or other communication lines, interference from an outside force, legal restrictions or delays in mail service) prevent proper delivery, and we have taken every reasonable precaution to avoid these circumstances or
- You change email addresses and do not update your information with the Bank.

To the extent permitted by applicable law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental or consequential damages whatsoever resulting from the loss or use of data, whether or not advised of the possibility of such loss or damage.

By selecting "Opt-In for Email Statements and Disclosures", you would agree to receive all account statements and related account disclosures electronically through Online Banking.

For options to be valid, you must select "Go Paperless". If you want to discontinue your selections, select "Reset".

Penn Community Bank E-Statement Disclosure  
Rev. 7.2018

## **Penn Community Bank Funds Transfer Service Agreement**

**Welcome to Funds Transfer** - the next generation of on-line personal finance management. With our fully interactive on-line money movement service (the "**Funds Transfer Service**" or the "**Service**"), you may transfer funds from any of your accounts at any financial institution to any other account held by you or another person at the same or another financial institution - referred to in this agreement as "**Accounts**" - assuming, of course, that the transfer is permitted by your financial institution and by law.

Please take a few minutes to read this Funds Transfer Service Agreement (referred to throughout as the "**Agreement**"). As used in this Agreement, the words "**you**" and "**your**" refer to you as the user of the Service; the words "**Bank**," "**we**," "**us**," "**our**" and any other variation thereof refer to **Penn Community Bank**. When you're ready, click the "I Agree" button to start enjoying the convenience and financial security of **Funds Transfer**.

### **I. Acceptance of Terms**

In addition to your existing account agreements with the Bank, this Agreement sets out the terms and conditions (the "**Terms**") on which our service provider and Bank will provide and you may use the Service and forms part of a legally binding agreement between you and Bank. When you click on the "I Agree" button, you will complete an application to receive the Funds Transfer Service, and you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. Your application may be accepted or declined by our service provider and/or Bank based on specific criteria. If you do not agree to all of the Terms, click on the "I Disagree" button. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. Bank reserves the right to change the Terms under which the Service is offered in its sole discretion at any time; however, Bank will notify you of any material change to the Terms (see also "**Service Changes and Dissemination**"). In most cases, you will receive the notice on-line the next time you log in; however, Bank reserves the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. You can review, download and print the most current version of this Agreement at any time by clicking on "**Funds Transfer Service Agreement**." If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can unsubscribe by clicking on "unsubscribe" from the Edit Profile page or by sending **Penn Community Bank** an e-mail to [callcentergroup@penncommunitybank.com](mailto:callcentergroup@penncommunitybank.com) or, if you prefer, by sending a registered or certified letter to **Internet Banking Team, Penn Community Bank, 118 Mill Street, Bristol, Pennsylvania 19007**. Once your account with Bank has terminated for any reason, you will have no further right or access to use the Funds Transfer Service.

## **II. Information Authorization**

By clicking on the "I Agree" box, you authorize us to verify your identity by obtaining information about your credit history and other information. Bank and our service provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("FCRA") and other applicable law. We reserve the right to deny you access to the Service if we cannot verify your identity or other necessary information.

Bank and our service provider reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control ("OFAC") of the United States Treasury Department.

Once you are approved for the Funds Transfer Service, we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance.

Once the test transfer is complete, we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider's web site.

## **III. User Content**

Subject to Bank's Privacy Policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "**Content**") you provide to us for the purpose of providing the Service, and you hereby give us a license to do so. By submitting Content, you represent to us that you have the right to license such Content to us for the purposes set forth in this Agreement.

## **IV. Accounts**

You understand that in order to complete fund transfers, it is necessary for us and our service provider to access the websites and databases of your bank and other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit us and our service provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to us and our service provider a limited power of attorney and appoint us and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person; provided, however, that we are not obligated to verify content or authenticity (see "**Your Responsibility for Errors**"). Once we and/or our service provider have actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement, and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each third party financial institution and/or Recipient is independent of Bank and your use of the Service. Bank will not be responsible for any acts or omissions by the third party financial institution, Recipient or our service provider, including without limitation any modification, interruption or discontinuance of any Account by same.

**YOU ACKNOWLEDGE AND AGREE THAT WHEN BANK AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, EACH OF BANK AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY.** You agree that Bank, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

**YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED**

IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, and similar accounts), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted, or are permitted subject to additional cost, under such restrictions by the provider of your Account or those imposed by applicable law.

## **V. Electronic Communications**

### General Consent; Categories of Records

The Funds Transfer Service is an electronic, internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

### How to Withdraw Consent

If you have registered for the Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Service cancellation policies) and stop using the Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Service cancellation procedures).

### How to Update Your Records

You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by using the Profile page.

### Delivery of Electronic Communications

Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to have been received by you when Bank sends it to you, whether or not you received the e-mail. If the Communication is posted on the Service, then it will be deemed to have been sent to and received by you at the time it is publicly available, whether or not you retrieve the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by Bank's e-mail server to the appropriate e-mail address. You agree that these are reasonable procedures for sending and receiving electronic Communications.

## **VI. Privacy Policy and Confidentiality**

We regard your privacy and security with the utmost importance, and we are committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "**User Information**"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

You can see a full description of our privacy policy by clicking on "Privacy Policy" at the bottom of our webpage, penncommunitybank.com.

## **VII. Password**

To enable you, and only you, to use the Service, you will be asked to choose a password when you register and are accepted as a customer of the Service. This password is stored in encrypted form by us. You are responsible for maintaining the confidentiality of your Service customer number and password. No one at the Bank has access to password or usernames for your Accounts. You are responsible for any and all use of the Service whether or not actually or expressly authorized by you. Therefore, it is important that you DO NOT SHARE YOUR ACCOUNT NUMBER OR PASSWORD WITH ANYONE FOR ANY REASON. No one at the Bank will know or need to know your password, and Bank employees will never ask for your password.

If you wish to make a transfer to an Account of another person, you will be asked to provide a separate code word or phrase (the “**Shared Secret**”) that is known only to you and to the person to whom you are transferring the funds (the “**Recipient**”). We recommend that you do not use commonly used words, phrases or dates. In order to complete the transfer, the Recipient must provide the Shared Secret and certain other identifying information. YOU AGREE THAT YOU WILL NOT GIVE THE SHARED SECRET TO ANYONE EXCEPT THE RECIPIENT FOR ANY REASON. YOU FURTHER AGREE THAT YOU WILL INSTRUCT THE RECIPIENT NOT TO GIVE THE SHARED SECRET TO ANYONE ELSE FOR ANY REASON.

#### **VIII. Contact in the Event of Unauthorized Transfer**

If you believe your password or Shared Secret has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call: **215.788.1234** or fax: **215.788.8567 (during normal business hours)**, or e-mail: [callcentergroup@penncommunitybank.com](mailto:callcentergroup@penncommunitybank.com), or write: **Internet Banking Team, Penn Community Bank, 118 Mill Street, Bristol, Pennsylvania 19007.**

#### **IX. Consumer Liability – COMPLIANCE REVIEW**

You agree to notify us IMMEDIATELY if you believe your password has been lost or stolen. Telephoning us IMMEDIATELY is the best way to protect yourself from possible losses. If you never tell us, you could lose all of the money in your account. However, if you tell us within 2 business days, you can lose no more than \$50 if someone used your password without your permission.

If you tell us more than 2 business days after you learn of the loss or theft of your password, you could lose as much as \$500.

You can see a complete listing of all your funds transfers effected or pending at any time by clicking on the History tab. If your account history shows transfers that you did not make, notify us AT ONCE. Please refer to the section on the back of your account statement entitled, “In Case of Errors or Questions About Your Electronic Transfer”, for further details.

#### **X. Business Days**

The Service will process requests for transfers on business days. Our business days are Monday through Friday. Holidays and Bank Holidays are not included. All Next Day Transfers must be submitted before 4:00PM EST.

#### **XI. Transfer Types and Limitations**

##### Types of Transfers

You may use your Service password to transfer funds between any two of your Accounts about which you have provided the necessary information to transfer funds. Transfers can be between Accounts within the same financial institution or at an unrelated financial institution (although transfers between Accounts at the same institution may be effected more quickly by contacting the institution directly). You may also use the Service to transfer funds from one of your Accounts to an account of a Recipient. Specific instructions for transferring funds to an account of a Recipient are available by clicking on the “Pay anyone” tab.

Some of these services may not be available at all times. We may from time to time make available additional or new features to the Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to effect any funds transfers from your Accounts. We may at any time decline to effect any funds transfers that it believes may violate applicable law.

##### Frequency of Transfers

The Service does not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and/or the dollar amount of transfers you can make using our Service.

##### Dollar Amount of Transfers

While the service does not limit the number of funds transfers you can make, it does place a dollar limit on transactions, daily transactions totals, and thirty day transaction totals. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service. Information regarding your limits can be seen within the Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see “**Suspension and Reinstatement of Funds Transfer Service**” below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

##### Transfers subject to the Rules of the Accounts

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

#### Rejection of Transfers

We reserve the right to decline to effect any funds transfers, to submit funds transfer instructions or orders, or to carry out change or cancellation requests.

#### **XII. Authorization**

You authorize us to select any means to execute your funds transfer instructions. You understand that to effect your funds transfer instruction we utilize applicable Automated Clearing House ("ACH") Rules. We debit one of your Accounts and credit another of your Accounts or an account of a Recipient. Once your Account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is typically 3 banking days), our service provider will credit your or the Recipient's Account. The sole purpose for our service provider's transfer account is to complete your funds transfer requests and for performing the services within the scope of this Agreement. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the Account.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. Bank will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize Bank to debit your account in the amount indicated.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement (see "**Documentation**," below).

You understand and agree that in the event we are unable to execute your funds transfer request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

If you have requested for a funds transfer to a Recipient, you must provide us with a true, correct, current email address for such Recipient. We will contact the Recipient, and ask the Recipient to provide us with certain information, such as the account number and financial institution that they wish to transfer the funds to. If the Recipient fails to reply to the email or fails to follow the instructions provided by us, we will notify you and credit your Account for the amount of the transfer.

#### **XIII. Suspension and Reinstatement of Funds Transfer Service**

In the event that we at any time incur a problem with your use of the Service, including without limitation a fail in Funds Transfer Service to debit any of your Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for Bank to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see "**Error Reporting and Claims**," below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, Bank in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "**Dollar Amount of Transfers**," above).

#### **XIV. Documentation**

You may access a statement of all funds transfers effected or pending at any time by clicking on the History tab. If a funds transfer could not be completed, we and/or our service provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account to learn more about the failure.

#### **XV. Your Responsibility for Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to verify, confirm or authenticate such instructions and will act on them without getting further verification, confirmation or authentication. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make reasonable efforts to

reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

#### **XVI. Error Reporting and Claims**

In case of errors or questions about your funds transfers, e-mail us at [callcentergroup@penncommunitybank.com](mailto:callcentergroup@penncommunitybank.com), telephone us at **215.788.1234 during normal business hours**, or write to us at **Internet Banking Team, Penn Community Bank, 118 Mill Street, Bristol, Pennsylvania 19007** as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the History tab. We must hear from you within 60 days after we FIRST posted the transfer to your statement:

- Tell us your name, and the account number of the Account to which the error relates
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether we committed an error within 10 business days (20 business days for new member accounts) after we hear from you and, subject to the Terms, will correct our error promptly. If we need more time, however, we may take up to 45 days (90 days for new member accounts) to investigate your complaint or question. If we decide to do this, we will credit/debit the applicable Accounts within 10 business days (20 business days for new member accounts) for the amount you believe is in error, so that you or your intended Recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit/debit the applicable Accounts.

We will tell you the results within three (3) business days after completing our investigation. If we decide that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the Account or the account of your Recipient. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the Recipient. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

#### **XVII. Proprietary Rights**

You acknowledge and agree that we and/or our service provider own all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile our and/or our service provider's Service or any of our and/or our service provider's services or technology.

#### **XVIII. No Unlawful or Prohibited Use**

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or use Funds Transfer Service to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

#### **XIX. Service Changes and Discontinuation**

We reserve the right, subject to applicable law, to modify, discontinue and/or terminate your account and/or your right to use the Service at any time and for any reason, with or without notice, without liability to you, any other user or any third party, including, without limitation, if we in our sole judgment believe you have engaged in conduct or activities that violate any of the Terms or the rights of Bank and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Service. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Funds Transfer Service. Please refer to our Schedule of Fees for additional information regarding fees pertaining to Online Banking.

You may terminate your account with us at any time by clicking on 'unsubscribe' from the Edit Profile page or by sending us an e-mail at [callcentergroup@penncommunitybank.com](mailto:callcentergroup@penncommunitybank.com) or, if you prefer, by sending a registered or certified letter to **Internet Banking Team, Penn Community Bank, 118 Mill Street, Bristol, Pennsylvania 19007**. Once your account with us has terminated for any reason, you will have no further right or access to use the Service, and we will not access your Accounts thereafter for any reason.

## **XX. Links To Third Party Sites**

The Bank website may contain links to other websites (“**Linked Sites**”). Such links are provided solely as a convenience to you. We do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that none of Bank, its affiliates, and its and their directors, officers, employees, consultants, partners, service providers and agents are responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.

## **XXI. Security Procedures**

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be requested to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

## **XXII. Deviating from Security Procedures**

You agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

## **XXIII. Account Number Policy**

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

## **XXIV. Joint Account Holder**

In submitting your application for the Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

## **XXV. Means of Transfer**

You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or ACH as published by the National Automated Clearinghouse Association (“**NACHA**”). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period.

## **XXVI. Our Liability**

We are not responsible or liable if your, or the Recipient’s, financial institution’s system fails and we are unable to complete the transfer. Except as otherwise required by law, we shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making any **transfer** or if our website was not working properly and you knew about the breakdown when you started the funds transfer.

## **XXVII. Limitation of Warranty and Liability**

YOU UNDERSTAND AND AGREE THAT OUR FUNDS TRANSFER SERVICE IS PROVIDED “AS-IS.” EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE FUNDS TRANSFER SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED

THROUGH THE USE OF THE FUNDS TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON OUR WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE FUNDS TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE FUNDS TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE FUNDS TRANSFER SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE FUNDS TRANSFER SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE FUNDS TRANSFER SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **XXVIII. Indemnification**

You agree to indemnify, defend and hold harmless Bank and its affiliates, and its and their directors, officers, employees, consultants, partners, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Funds Transfer Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity.

#### **XXIX. Recipient**

In the event that you are an intended Recipient, another user of the Funds Transfer Service (the "**Transferor**") has instructed us to transfer funds (the "**Funds**") to an Account you designate at your bank or other financial institution. In addition to the Terms herein, you agree to accept the terms and conditions set forth below.

You authorize us to transfer the Funds to your Account. In order for us to complete the transfer, you will be prompted to provide us with the following information (the "**Information**") : 1) your full name; 2) your current residential address; 3) the name of your bank or financial institution and ABA routing number (the 9-digit number that appears on the far left of the bottom of your check) of the financial institution which holds your Account; 4) the Account number; and 5) a secret word or phrase known only to you and the Transferor. We will utilize the ACH system to send the Funds to your Account. We will act on the information provided by you in completing ACH credit instructions to your Account. If for any reason your financial institution returns the ACH credit or the credit goes to the wrong financial institution or Account because you have provided us with incorrect information, we may in our sole discretion, take reasonable efforts to complete the credit transaction or return the Funds to the Transferor. To enable you, and only you, to receive the Funds, the Transferor has given you the Shared Secret. If you have not received the Shared Secret, please contact the Transferor directly. The Shared Secret is stored in encrypted form by us. No one at Bank has access to the Shared Secret. No one at Bank will know or need to know the Shared Secret, and our employees will never ask for the Shared Secret. YOU AGREE THAT YOU WILL NOT GIVE THE SHARED SECRET TO ANYONE FOR ANY REASON. You agree that we shall not be liable for any losses that may result if you disclose the Shared Secret to another person. You agree not to impersonate any person or use a name that you are not authorized to use. You warrant and represent that you are the person intended by the Transferor and entitled to receive the Funds; that you are not a person whose Accounts are blocked under OFAC regulations; and that the Information you will provide is true, correct and complete. We reserve the right to decline to complete any transfer, even after you have agreed to all of the Terms, if we have reason to believe that completing the transfer would result in a violation of law or expose us to liability or risk of loss. Without limiting the foregoing, we will reject any transfer if you do not enter the Shared Secret correctly after three (3) attempts to use the Services. If the transfer is rejected for any reason, the funds will be returned to the Transferor.

#### **XXX. Miscellaneous**

You understand and agree that our service provider is not a bank, a broker-dealer firm, or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the **Funds Transfer** Service; and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict

performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make at any time and from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, and any of our rights waived, only if we agree in writing to such changes, or you continue using the Funds Transfer Service following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the Services, at our discretion. All notices to **Penn Community Bank** must be made in writing and sent to **Internet Banking Team, Penn Community Bank, 118 Mill Street, Bristol, Pennsylvania 19007**, via registered or certified mail. This Agreement is personal to you and you may not assign it to anyone.

If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws provisions, or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall take effect immediately upon the acceptance of your application, and applies only to any services you enroll in and elect to use.