

# **Pennian Bank® Online Banking Terms and Conditions**

## **Customer Agreement**

This Internet Banking Agreement and Disclosure ("the Agreement") explains the terms and conditions governing the basic Internet banking services and bill pay services offered by Pennian Bank ("the Bank"). All Internet banking services of any kind whatsoever offered or afforded by the Bank (including, but not limited to funds transfers and bill pay services) will be referred to collectively as "Internet Banking Services" in the Agreement. By using any of the Internet Banking Services, you agree to abide by the terms and conditions of this Agreement and authorize the Bank to use any of your accounts to execute and settle transactions and/or fees initiated by you using the Internet Banking Services.

All Internet Banking Services are governed by this Agreement, all applicable federal regulatory disclosures, and the Deposit Account Terms and Conditions. All applicable fee schedules published by the Bank from time to time will apply to the Internet Banking Services. This Agreement is supplemented by and incorporates by reference certain other Agreements involving Internet Bank Services, including, but not limited to the following:

- (a) Pennian Bank Account to Account Transfer Terms of Service;
- (b) iPay (Bill Pay Service) Agreement and Disclosure Statement; and
- (c) Text Banking Agreement and Disclosure.

Your initial use of any Internet Banking Services in connection with your account at the Bank constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Account Terms and Conditions. Such initial use acknowledges your receipt and understanding of this Agreement and Deposit Account Terms and Conditions.

## **Business Days**

For the purpose of this agreement, our business days shall be Monday through Friday, excluding federal holidays. Transfers initiated through Internet Banking after 4:00 pm will be processed the following business day.

## **Disclosure of Charges**

All accounts are subject to the Bank's normal service charge schedule. Please refer to the Fee Schedule for current charges.

## **Record of Transactions**

You will receive a monthly account statement showing all electronic deposits and withdrawals, or other transfers occurring during the statement cycle, unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly for checking and savings accounts.

## **Internet Banking Services**

If you enroll in our Internet Banking Service, you may be assigned a temporary access ID and password and you may be required to change your password. Your initial use of any Internet Banking Service in connection with your account at the Bank constitutes your receipt, acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Account Terms and Conditions. You may use this Service to do the following:

- a. Verify balances of all accounts for which you are an owner or a signer
- b. View current and previous account activity

- c. Transfer funds between accounts for which you are an owner or a signer
- d. Send funds to another Pennian account holder
- e. Retrieve Check Images (front and back)
- f. Retrieve Copies of Past Statements
- g. Gain access to the Bill Pay Service

The Bank is entitled to act upon instructions received through any Internet Banking Service under your password and without inquiring into the identity of the person using that password. However, you agree that you will not, under any circumstances, disclose your password by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your password, that Bank employees do not need and should not ask for your password. You agree never to provide your password to anyone, including anyone claiming to represent the Bank. You are liable for all transactions made or authorized using your password. The Bank has no responsibility for establishing the identity of any person or determining the validity of any transaction.

You agree that if you give your password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your password will have access to your accounts. You agree to notify the Bank immediately in the event your password is lost or stolen or is otherwise compromised. At any time, you may ask the Bank to disable your password. For joint accounts, each person may have a separate username and password. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

You hereby indemnify and release the Bank from any and all liability and agree not to make any claim against the Bank or bring any action against the Bank for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your password to that person. You agree to reimburse the Bank, for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of the Bank's honoring or allowing transactions on the account where the password was used.

### **Stop Payment Requests**

The Bank's ability to process a stop payment request on items being initiated through bill payment will depend on the payment method and whether or not a check has cleared. The Bank may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Bank will make every effort to accommodate your request, the Bank will have no liability for failing to do so. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **Limitations on Frequency and Dollar Amount of Transactions**

Dollar Amount of Transfers - The dollar amount of transfers is limited to the available memo balance, (see Funds Availability Statement) in the customer's account. The Funds Availability Statement was provided to you at the opening of the account. A copy is available upon request.

### **In Case of Errors or Questions About Your Electronic Transfers**

Call us at 717-436-2144 or write us at, Pennian Bank, Attn: EFT Department, PO Box 96, Mifflintown, PA 17059, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number
- b. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error and why you need further information
- c. Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or questions 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 the error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete the investigation (business purpose accounts are excluded). If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### **Customer Liability for Unauthorized Transfers**

Tell us at once if you believe an unauthorized transfer has occurred, or may occur, by contacting us at: Pennian Bank, Attn: EFT Department, PO Box 96, Mifflintown, PA 17059; or call us at 717-436-2144.

- a. If you notify the bank within two (2) business days after learning of the loss or theft of your access device (access ID and/or password), your liability will be limited to the lesser of \$50.00 or the amount of unauthorized transfers that occurred before you notified us.
- b. If you fail to notify the bank within two (2) business days after learning of the loss or theft of the access device, your liability shall not exceed the lesser of \$500 or the sum of (1) \$50 or the amount of unauthorized transfers that occurred within the two (2) business days, whichever is less; and (2) the amount of the unauthorized transfers that occurred after the close of two (2) business days and before notice to the bank.
- c. If you fail to report an unauthorized electronic funds transfer that appears on a periodic statement, your liability shall not exceed the amount of the unauthorized transfer that occurred after the 60 days and before notice to the bank. If an access device was involved, you may be liable for additional amounts listed above.
- d. If a good reason, such as a long trip or hospital stay, kept you from calling us, we may extend the time periods.

### **Disclosure of Information to Third Parties**

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

- a. Where it is necessary for completing the transfer, or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. In order to comply with government agency or court orders, or
- d. If you give us your written permission, or
- e. On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978

The limitations of liability set forth in this Agreement are subject to, and limited by any state or federal law to the

contrary.

The Bank has the right to modify or terminate this Agreement or the Deposit Account Terms and Conditions at any time. When making changes, the Bank will comply with all legal notice requirements. Once this Agreement is terminated, the Bank will not allow any additional transactions on the account, nor will additional Internet Banking Services be permitted. If this Agreement is modified, your continued use of the Account will represent your acceptance of the changes.

### **Pennian Bank Alerts Terms and Conditions**

**Alerts.** Your enrollment in Pennian Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and history ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Pennian Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Pennian Bank reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Pennian Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (d) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts.** To stop alerts, log into your online banking and choose the Settings menu option and then Alerts. Alerts can be changed or managed within online banking.

**Limitations.** Pennian Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Pennian Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Pennian Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

### **Pennian Bank® Account to Account Transfer Terms of Service**

**1. Introduction.** This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Pennian Bank (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

**2. Description of Account to Account Transfer Service.** The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us, and your Account(s) that are maintained by other financial institutions.

### **3. Definitions.**

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

**4. Service Providers.** We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

### **5. Authorization and Processing.**

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
  - b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
  - c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
    - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
    - 2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
    - 3. The transfer is refused as described in Section 10 (Refused Transfers) below;
    - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
    - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
  - d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- 6. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is

closed or otherwise unavailable to us the method to return funds to you.

- 7. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.
- 8. Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. If you desire to stop any Account to Account transfer that has not been processed, you are required to use your online banking credentials to login and cancel the transaction.
- 9. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.
- 10. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
- 11. Returned Transfers.** In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.
- 12. Notices to Us Regarding the Account to Account Transfer Service.** Please refer to Section 26 of this agreement.
- 13. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer

Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

- 14. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.
- 15. Receipts and Transaction History.** You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
- 16. Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.
- 17. Eligibility.** The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service may not be offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a joint owner, co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
- 18. Prohibited Transfers.** The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right, in our sole discretion, but not the obligation, to monitor for, block, cancel and/or reverse such transfers:
  - a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
  - b. Transfers that violate any law, statute, ordinance or regulation; and
  - c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
  - d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal



activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

- 19. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous;
- (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or
  - (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement

generally.

- 20. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 26. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.
- 21. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
- 22. Failed or Returned Transfer Instructions.** In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:
- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
  - b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
  - c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**23. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notice to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

**24. Information Authorization.** Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service

providers any information that personally identifies the user of the applicable device.

**25. Account to Account Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**26. Errors, Questions, and Complaints.** For notices to the Bank and errors, questions and complaints not covered in prior Sections of this Agreement, you should proceed as follows:

- a. In case of errors or questions about your transactions, you should as soon as possible, contact us via postal mail to: Pennian Bank, PO Box 96, Mifflintown, PA 17059. We may also be reached at 717-436-2144 or 866-950-2144 for questions and other purposes concerning your errors, questions or complaints. We will act on your telephone calls, but such telephone calls will not constitute legal notices under this Agreement.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  1. Tell us your name;
  2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**27. Intellectual Property.** All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the

Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

- 28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.
- 29. Password and Security.** If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.
- 30. Amendments.** We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to

terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

- 31. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).
- 32. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
- 33. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
- 34. Disputes.** In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.
- 35. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.
- 36. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard

to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

- 37. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.
- 38. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
- 39. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- 40. Exclusions of Warranties.** THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.
- 41. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY

INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**42. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

## **Pennian Bank® iPay (Bill Pay Service) Agreement and Disclosure Statement**

You can use iPay, the Bill Pay service through our Internet Online Banking Services. Internet Online Banking Services, On-line Banking, and Mobile Banking are synonymous. Any and all usage of these terms mean you are accessing account information with Pennian Bank (the "Bank") through an electronic device such as a Personal Computer, Smart Phone, or a device that provides access to the World Wide Web, commonly referred to as the Internet.



You authorize the Bank to utilize iPay Payment Solutions, a division of Jack Henry & Associates, Inc., in conjunction with the Bank's Data Processor, Fiserv, to provide the service to you on our behalf. In order to use iPay you must have a checking account with the Bank.

You can terminate this Agreement at any time by notifying us in writing and by discontinuing use of the iPay bill pay service. We can also terminate this Agreement and revoke access to iPay bill pay service at any time. Whether you terminate the Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed after this Agreement has been terminated.

The Bank may amend these Terms of Use or any other disclosures at any time by posting a revised version on the bank's website, [www.pennianbank.com](http://www.pennianbank.com) or within your online banking access. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. The Bank may also provide you with an email notification of such amendments. The Bank may require you to affirmatively acknowledge or accept the revised Terms of Use to continue using iPay, the bill pay service. Any use of iPay after a notice of change (whether by website posting, email, or mail sent through the United States Postal Service) acknowledgment or acceptance will constitute your express agreement to such changes.

Upon enrollment in iPay bill pay service, you agree to follow the requirements of the service as listed below.

#### Secondary Account Holder:

The primary member user can add a secondary user to the bill pay account. Doing so allows the secondary user to call or chat with iPay Solutions Support call center.

- Secondary account holders can only be added and viewed by accessing the "My Account" Tab.
- **The Bank must approve secondary users.**
- Notification of approved secondary users will be made via the bill pay system.
- iPay Solutions Support can only assist callers who are listed on the bill pay account.

**Designated Accounts:** You must designate a Checking Account from which you authorize the Bank to deduct the designated payment amount. The Checking Account must be current and active with no restrictions. You will have the ability to set up Payee/Billers, (merchants, vendors, institutions) or individuals to whom you would like to schedule payments. Payments to governmental agencies, tax payments, court ordered payments, and payments outside of the United States are prohibited. We reserve the right to refuse to make any payment and/or transfer. We reserve the right to prohibit the designation of a particular merchant institution or other categories of payees that we establish from time to time.

You may request the Bank to enable access to additional checking accounts by accessing the "My Account" Tab.

**Authorized Payments:** When you transmit Bill Payment(s) instruction to us, you authorize us to transfer funds to make the Bill Pay transaction from the designated Checking Account. We will have no obligation to initiate any payment if there are not sufficient funds in the designated account. At our discretion, we may initiate payment pursuant to any applicable overdraft agreements. Refer to the Fee Schedule for any applicable fee(s) for Non-sufficient Funds or Courtesy Pay items. We will process Bill Pay transfer requests only to those payees you have authorized and for whom the Bank has proper payee information. In any event, the Bank will not be liable for any transaction that contains incorrect information that the Bank was not responsible for entering or knowing. The Bank reserves the right to refuse to process payment instructions that reasonably appears to the Bank to be fraudulent or erroneous.

**We are not responsible for any payments that cannot be made due to incomplete, inaccurate, or outdated Payee information.**

## **PROHIBITED PAYMENTS:**

Payments to Payees outside of the United States or its territories are prohibited through the Service.

## **EXCEPTION PAYMENTS:**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall iPay bill pay service or the Bank be liable for any claims or damages resulting from your scheduling of these types of payments. The iPay Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by iPay. Neither iPay bill pay service or the Bank has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of iPay bill pay service or the Bank.

**Inactivity:** If you do not use iPay bill pay service at least once in a two-month period, we have the right to terminate this service on your account.

**Bill Payments:** You or any persons you have authorized to use your Online or Mobile account information can perform the following transactions:

Pay any designated Payee/Biller, A Payee may be a vendor, person, or entity within the United States, in accordance with this agreement a fixed amount or a variable amount on a one-time payment or on a recurring schedule of payments from any designated Checking Account.

Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.

Authorize us to process bill payments from the designated Checking Account. You may use iPay bill pay service to initiate different types of payment transactions:

"One-Time" Payments are payments that are not recurring.

Payment(s) can be canceled or changed through Pennian Bank Online Banking Services account access prior to 3:59 PM Eastern time on the day before the due date scheduled in Bill Pay.

"Recurring" Payments are payments that are recurring on a fixed interval and fixed amount. You have an option in Online Banking to set Automatic Payments to continue for a specific number of payments.

Payment(s) can be canceled or changed through Pennian Bank Online Banking Services account access prior to 3:59 PM Eastern time on the day before the due date scheduled in Bill Pay.

### **"Pay a Person"**

There are three options to pay a person: Email: Provide the payee's information, name, e-mail address and create a keyword. The payee has nine (9) days to accept the payment. When the payee accepts the payment, your designated pay from account will be debited. Payments are normally paid within 1 to 2 Business Days.

**Direct Deposit:** Requires the payees account information, such as their account number and the bank routing number of the financial institution. Payment is normally paid within 1 to 2 Business Days.

**Check:** Requires the name and address of the payee. Mailed and usually paid within 5 -7 days.

**Bill Payment Fees:** Please refer to the fee schedule for current charges. iPay bill pay service fees are subject to change at any time. You may call the bank to see what might have changed. RUSH payments are subject to a service fee which is identified when using that service.

**Scheduling Payments:** Schedule your payment to a Merchant at least five (5) Business days before the due date. Bill Payments scheduled for a future date will not be processed until the scheduled payment due date.

When you schedule a bill payment, the amount of the payment is deducted from the designated checking account on the day the payment is due, based on your input in bill pay, or in the event a draft check is issued, the date the check is presented for payment at Pennian. Please be sure to verify the transaction before confirming. Once the payment is scheduled, it can only be changed or cancelled prior to 3:59 p.m. Eastern time, the business day before it is set to pay in bill pay.

For example: if the payment is set to pay on a Monday this month, the payment cannot be changed or cancelled after 3:59 pm Eastern time on Friday. A payment set to pay on Wednesday can be changed or cancelled on Tuesday (excluding holidays) prior to 3:59 pm Eastern.

The Payment Date indicated by you must always be a Business Day (Monday through Friday from 8am to 4pm excluding Holidays). If it is not, the Payment Date will be deemed to be the first Business Day before the date indicated.

Bill Payments can be scheduled and processed on the same business day if completed prior to the Cutoff Time of 3:59 p.m. Eastern time. The payee will not receive the funds until the following business day if sent electronically. Please allow sufficient delivery time.

Bill payments entered after the Cutoff Time, are processed the next business day.

If you do not allow sufficient time, you assume full responsibility for any late payments, finance charges or service fees that may be imposed because of your failure to transmit a timely Bill Pay authorization.

**Payment Delivery:**

Electronic transactions take a minimum of two (2) business days for processing. **ALLOW TWO (2) BUSINESS DAYS FOLLOWING THE SCHEDULED PAYMENT DATE.**

Paper checks take a minimum of five (5) business days for processing and mail delivery. **ALLOW FIVE (5) BUSINESS DAYS FOLLOWING THE SCHEDULED PAYMENT DATE.**

The Bank cannot guarantee the time that any payment will be credited to your account by the vendor and will not be liable for any service fee, late charge, or finance charge.

You must allow sufficient time for vendors to process your payment after they receive a transfer from the Bank.

**Delivery Time:** Delivery time is set by the bill payment system. The business date of the payment, which is when the payment will be deducted from your account, is not included in the five business day period required for processing the transaction.

**Penalties:** In the event that you do not adhere to the obligations set forth in this agreement, or you schedule a

payment less than the number of business days before the due date required for a particular merchant, the bill payment processor and the bank will not guarantee the timely delivery of any non- electronic payment (check) that is mailed to the merchant due to the fact that the bank and the bill payment processor has no control of the United States Postal Service.

You will bear full responsibility for all penalties and late fees and we will not be liable for any such charges or fees. Neither iPay the bill pay service or the Bank assumes any liability for the late posting or misapplication of payment once merchant receives funds. This absence of liability, however, does not preclude the Bank from working to resolve these types of issues when they arise.

If a payment is processed in the form of a check rather than an electronic funds transfer, the Bank and the payment-processing vendor may not be held liable for the timely delivery of said item by the United States Post Office. Payment of any late fees incurred by the transaction is subject to the aforementioned requirements in this agreement.

Payment Investigations: After the fifth (5th) business day has passed from the process date of the transaction, a payment investigation may be requested. A payment investigation may occur on the sixth (6th) business day from the transaction and involves a seven to ten business day investigation period. During which time, the payment processor will be in contact with the merchant in question.

Payments may be stopped beginning fifteen (15) Banking Business days after the date that the payment was due to arrive and be posted at the Payee.

You may request that the payment be stopped and reissued to the payee or stopped and no new payment issued. If you call, the bank may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

There may be some instances that a stop payment fee may be applied.

Limitations: Under no circumstances will we be liable if we are unable to complete any payments and/ or transfers initiated in a timely manner via iPay because of the existence of any one or more of the following circumstances:

You do not obtain confirmation at the time you initiate a payment and/or transfer.

The designated account does not contain sufficient funds to complete the payment and/or transfer. You have closed the designated Account.

We have identified You as a credit risk and have chosen to make all payments and/or transfers initiated by You via iPay the bill pay service utilizing a paper check opposed to electronic method, or to terminate Your subscription to the iPay bill pay service.

The iPay bill pay service, your equipment, the software, or any communications link is not working properly and you know or have been advised by Us about the malfunction before You execute the transaction.

You have not provided Us with the correct information for those Merchants to whom You wish to direct payment or Accounts to which You wish to make a transfer.

The Merchant mishandles or delays handling payments sent by Us.

Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and We have taken reasonable precautions to avoid these circumstances.

Processing Payments: Bill Pay payments are delivered to the payee either electronically, or by paper check to those payees that do not accept electronic payments from us. Due to the processing systems for electronic transactions used in the United States and by us, a payment or other transaction may be effective / posted before we are open for business on the processing date for the payment or other transaction. Therefore, you are responsible for insuring that your account(s) have sufficient balances as applicable for the scheduled payment.

You will receive a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will receive an account statement on all of your accounts at least quarterly.

WE ARE NOT RESPONSIBLE FOR ANY OTHER LOSS, DAMAGE OR INJURY, WHETHER CAUSED BY YOUR EQUIPMENT OR SOFTWARE, THE SERVICE, OR ANY TECHNICAL OR EDITORIAL ERRORS CONTAINED IN OMISSIONS FROM ANY USER GUIDE/BROCHURE RELATED TO THE SERVICE. WE SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE OR THE SERVICE, EXCEPT WHERE THE LAW REQUIRES A DIFFERENT STANDARD.

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OUR CONTROL.

SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF THE BANK AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED, OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, OR OTHER REASONS.

IN NO EVENT SHALL THE BANK OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

THE BANK'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE TO YOU AND ANY THIRD PARTY FOR ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE BANK OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

You agree to indemnify, defend, and hold the Bank and its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or nonperformance of other financial institutions, or other signers, owners or users of your Accounts.

I have read and agree to the terms and conditions.

You may contact the bank at:

Pennian Bank  
P.O. Box 96  
Mifflintown, PA 17059

717-436-2144  
866-950-2144  
[www.PennianBank.com](http://www.PennianBank.com)

## **Pennian Bank® Text Banking Agreement and Disclosure**

**Please read this document carefully and save a copy for your reference. It contains important information. You should print, download or otherwise retain a copy for your records.**

Pennian Bank (the “Bank”) Text Banking Service Agreement and Disclosure (“Agreement”) contains terms and conditions governing the Bank’s Text Banking Service and outlines the rules that govern your use of the Text Banking Service. This Agreement, along with any other disclosures we give you pertaining to your account(s), is a contract that establishes rules that control your account(s) with us. The Text Banking Service Agreement and Disclosure supplements the Terms and Conditions that you received upon initial log on to Online Banking and amends and becomes part of that initial agreement. Other documents that form this contractual agreement may include, but are not limited to, the Terms and Conditions that you have received and are applicable to your account(s) including any Change in Terms notices.

In this Agreement, the words “you” and “your” refer to you as the person or business entity entering into this Agreement, and also include any user you authorize to use the Text Banking Service on your behalf. The words “we,” “us,” “our”, and “Bank” refer to Pennian Bank.

**PLEASE NOTE:** If you accept this agreement or open or continue to use the account(s), you agree to these terms and conditions. Also, you agree that the Bank as permitted by applicable law, may terminate, modify or otherwise change the Text Banking Service and its terms and conditions, at any time upon providing any required notice.

**Text Banking Service Description and Enrollment Requirements.** The Bank offers members mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS). The Bank’s Online Banking is required to use and set up the Text Banking Service.

To enroll in the Text Banking Service, you must be an owner of a Bank checking or savings account, as well as register a mobile phone number with either or both a text plan and data plan with a mobile carrier. By registering a mobile phone number through the enrollment process, you are certifying that you are the account holder of the mobile phone account and/or have the authority to provide the mobile phone number. Verification of the mobile phone number is completed by the user receiving an SMS message with a verification code which is then entered by the user on our website.

By providing your mobile phone number, you are authorizing the Bank to contact you at this number. We will observe the requirements of the Telephone Consumer Protection Act and other applicable federal and state law in contacting you by telephone or wireless communications. You authorize us as part of our service to you to use automated dialing technology to deliver information including payment information to you about your account and we may call or text the phone numbers you have provided to us.

There is no charge from the Bank for the Text Banking Service, but message and data rates from your mobile carrier may apply. The Bank does not guarantee the timely delivery, execution, or the transmission of content provided by your mobile carrier.

You may unenroll from the Text Banking Service at any time.

**Texting Commands.** Access account information or perform other actions via SMS (text) message by texting 226563 and entering one of the commands below.

Text Command	Response
BAL	Available account balance - the amount of funds available for immediate use. It's important to know that this amount does not include pending transactions for which we are not aware; nor does it consider transactions authorized by you for which we have no awareness. For example, when you write a check or use a debit card to pay a merchant you authorize the transaction amount. However, the bank does not know about these transactions until the bank receives and processes them.
BAL <i>nickname</i>	Provides the balance for the specified account with the nickname provided
HIST	Account history – the most recent 5 transactions
HIST <i>nickname</i>	Provides account history for the specified account with the nickname provided
XFER <i>nickname1</i> <i>Nickname2</i>	Transfer the specified amount from account 1 to account 2. Example: XFER acct1 acct2 100.00
LIST	Sends a list of text banking commands.
HELP	Sends a list of contact points for Pennian Bank
STOP	Stops all further text message communications
COST	There are no premium charges for using Text Banking, however message and data rates may apply.

**Fees.** The Bank provides the Text Banking Service at no charge. We may, with at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for the Text Banking Service. If you continue to use the Text Banking Service after the fee becomes effective, you agree to pay the fee, which may change from time to time. Please refer to our Fee Schedule.

Messaging and data rates from your mobile carrier may apply. The Bank recommends you review your contract with your mobile carrier service before enrolling in the Text Banking Service.

**Security Procedures.** The phone is assumed to be secure with the owner and it is the owner's responsibility to lock the phone for privacy. The balance and transaction history being returned from your account will remain in your messaging history until deleted. It is your responsibility to keep us informed of any change in your authorized mobile or other electronic messaging device number. See Changes to your Mobile Phone Number and/or Email Address below.

By accepting these terms and conditions and by using the Text Banking Service, you acknowledge awareness of the following best practices and your intention to follow these steps to safeguard your text banking capabilities:

- Lock your mobile device using a password, if this is a feature of your device;
- Disable the Bluetooth feature when not in use, if this is a feature of your device;
- Delete your stored text messages regarding account balances or account history;
- Download only from sources you deem trustworthy;
- Use the remote-wipe software or device feature to clear the data on your iPhone or other mobile device in case you lose it;
- Activate alerts that can inform you about transaction activity on your Bank Accounts

You agree and acknowledge that the Bank may cancel the Text Banking Service at any time, for any reason without



prior notice, to the extent permitted by applicable law. The Bank may at any time, without prior notice suspend temporarily or permanently terminate the Text Banking Service due to inappropriate use or activity, or if your access, to your Bank account(s) is restricted by the Bank or any other party for any reason.

The Bank will automatically terminate the Text Banking Service should you cease to maintain an eligible account with the Bank. The Bank may terminate the Text Banking Service after 90-days of inactivity without prior notice.

**CONTACT US AT ONCE if you believe your mobile device has been lost, stolen or used without your authorization, or otherwise compromised.** You assume full responsibility for the security and confidentiality of your mobile device, mobile phone number, passwords and personal identification numbers used to access the Text Banking Service.

The Bank is not responsible for continued access outside the coverage area of your mobile phone carrier. The Bank may inform you from time to time about changes to the way you should access or operate within the Text Banking Service. You agree to observe all such changes and that the Bank is not responsible for any interruption, loss or liability that may occur should you or your mobile device not support such changes.

**Privacy and User Information.** We do not transfer any account numbers, password or such sensitive information. You acknowledge that in connection with your use of the Text Banking Service, the Bank and its service providers may receive and may share with one another as part of providing the Text Banking Service, domain names, addresses, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Text Banking Service.

The Bank and its service providers and their affiliates will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Text Banking Service and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

The Bank and its service providers reserve the right to monitor use of the Text Banking Service for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Changes to your Mobile Phone Number and/or Email Address.** You must notify us promptly of any change to your mobile phone number and/or email address. We will rely on the information you have provided until we receive your notification of change. You may update your information in the Bank's Digital Banking (online banking access), or, you may call us at 717-436-2144, or write to us the address referenced above.

**Contact us.** Please visit us in person at any Pennian Bank branch office. Visit [www.PennianBank.com](http://www.PennianBank.com) for a complete list of our locations.

Or, you may contact 717-436-2144, via Secure Message in Digital Banking, or write to us at: Pennian Bank  
Attention: Text Banking Department  
P.O. Box 96 Mifflintown, PA 17059