

## **ONLINE, BILL PAYMENT, & MOBILE AGREEMENT**

### **Introduction**

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at West Milton State Bank ("Institution", "we", "us" and "our") via our on-line Online Banking services ("Online Banking"). As used in this Agreement, the terms "you" and "your" refer to each person agreeing to the terms and conditions of this Agreement. The terms and conditions of this Agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account(s) (the "Account Rules").

### **Benefits of Online Banking**

Through Online Banking, you can manage eligible accounts from your home or office on a personal computer. Accounts that are eligible for Online Banking include personal checking and savings accounts maintained at Institution. Types of accounts that qualify as eligible accounts may change from time to time, at the Institution's sole and absolute discretion. A current listing of eligible accounts can be obtained from Institution.

Online Banking can be used to conduct any of the following "On-line Financial Services":

- Obtain balances and transaction histories on all eligible accounts enrolled in Online Banking. All account balances and transaction histories are intended to reflect real-time activity; however, we do not guarantee the accuracy of the information presented. The accuracy of such information is sometimes subject to transmission of data from third parties. Such material is presented for informational purposes only and is not to be considered as official bank records and they are not a replacement of your bank statements. We make no warranties that the information presented for viewing on the Online Banking service will be uninterrupted, timely or error-free.
- Transfer money between eligible accounts. The number of transfers you can make from an account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires.
- Transfer money to pay Institution for overdraft protection, consumer loans, home equity loans, or certain other eligible loans, as determined by the Institution from time to time.
- Pay bills to any merchant, financial institution or an individual with a U.S. address; provided, however, that the following payment types may not be made through Online Banking: tax payments, court ordered payments, and payment to payees outside the United States. This service is referred to in this Agreement as the "Online Bill Payment" or "Bill Payment" service.

Institution may, from time to time, introduce additional On-line Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

### **Security & Protecting Your Account**

We are committed to protecting the security and confidentiality of our customers' account information. We use several techniques to help secure our Online Banking service, including the following:

- You can only access Online Banking with certain browsers that have a high security standard.
- Your account numbers are never displayed in full - only the last 4 digits can be viewed.
- You must have a valid Online Banking User Code and Password to login.
- If no action is taken for 10 minutes, you will be automatically logged off the Online Banking service.

### **Requirements**

To access On-line Financial Services you must have Windows or a compatible web browser and 128 bit data encryption.

In addition to compatible software, you must have an Online Banking User Code, a password and maintain at least one active eligible account at Institution.

### **Accessing the Service; Passwords and User Codes**

When you complete your Online Banking enrollment, you will use your User Code and password to access our Online Banking services, including the On-line Financial Services.

Each time you attempt to access the Online Banking service, you will be asked to enter your User Code and password. The correct responses will grant you access (via Online Banking) to all Institution accounts of which you

are an owner (including joint accounts) and which are considered eligible accounts, unless the account you wish to access is an account that requires two (2) or more signatories. Accounts requiring two or more signatures are not accessible through our Online Banking service.

Institution is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your password and do not write it down. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at our Online Banking site. You are responsible for keeping your password and account data confidential.

You agree not to give or make available your password or User Code or other means to access your account to any unauthorized individuals. When you permit other persons to use Online Banking services or give another person your password or User Code or other means to access your account, you are authorizing that person to use Online Banking and the On-line Financial Services. You are responsible for all such transactions, even if you did not authorize them. In addition, fraudulent transactions initiated using your password and/or User Code will be charged against your account(s) to the full extent permitted by law.

You hereby confirm that the security procedure described above is commercially reasonable in light of the circumstances and requirements of you made known by you to us, including the size, type and frequency of electronic transaction requests contemplated by you, and alternative security procedures in general use by similarly situated customers and financial institutions, and you have reviewed and accepted the security procedure as a commercially reasonable method of providing security against unauthorized transactions. You acknowledge that we have the right to change our security procedures from time to time and you agree to comply with and be bound by such changes.

*For more information concerning your rights and obligations concerning unauthorized or erroneous transactions, please refer to Institution's Electronic Funds Transfer disclosure statement, which was provided to you when you opened your deposit account and may be obtained from Institution upon request.*

### **Accessibility**

You can usually access our Online Banking service seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Online Banking or On-line Financial Services may not be available due to system maintenance or reasons beyond Institution's control. Institution does not warrant that Online Banking or On-line Financial Services will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or call our office to conduct your transactions. An On-line Financial Service transaction initiated prior to 5:00 PM (Eastern Time) on a banking day is posted to your account the same day. All transfers completed after 5:00 PM (Eastern Time), or on a non-banking day, will be posted the following banking day.

### **Fees and Charges**

Currently, there is no charge for enrolling in Online Banking; however, there is a fee to engage in transactions using the Online Bill Payment service. For more information regarding fees for the Online Bill Payment service, please refer to the FEES section under Bill Payment Service below.

Your deposit account(s) are subject to fees and charges as described in your deposit account agreement and fee schedules published by us from time to time.

You agree to be responsible for telephone and Internet Service Provider (ISP) charges to the extent that any may be incurred through use of Online Banking.

### **Transfers and Payments**

We may from time to time, limit the number of, the type, and dollar amounts of any checks, drafts, withdrawals, or transfers made by use of our Online Banking service, notwithstanding the amount in your accounts. Limits on the number of transactions that may be performed on your Institution savings or money market accounts are described in the applicable account agreement for such accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold is removed. We may, at our discretion, allow your transfers to be paid and create an overdraft on the account. You agree to immediately reimburse us for the amount of the overdraft, and to pay any overdraft charges that may apply to your account, as set forth in your account agreement and associated disclosures. You authorize Institution to withdraw, debit or charge the necessary funds from your designated Institution account on the date on which you schedule any payment to begin processing or submit a transfer request. You agree that you will instruct us to make a withdrawal

only when a sufficient balance is or will be available in your account(s) at the time of the withdrawal. For payments made using the Bill Payment service, it is necessary that collected funds be in your account no later than the business day before your Payment Date due to the electronic processing of payments.

### **Online Bill Payment Service**

The Online Bill Payment service, also known as Bill Pay, is one of the On-line Financial Services available through Online Banking.

You may use Bill Pay to direct Institution to make payments from your designated, eligible checking account to the Merchants you choose in accordance with this Agreement.

For purposes of this Agreement, "Merchant" means anyone, including the Institution, you designate and the Institution accepts as a payee.

### **HOW TO SET UP MERCHANTS/PAYMENTS**

When you sign onto the Online Bill Payment service, you will establish your list of Merchants by selecting Add Merchant under Merchant Accounts from the Bill Payment menu. You may add a new fixed payment for any Merchant, but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment.

The Institution reserves the right to refuse the designation of a Merchant for any reason.

The Institution is not responsible if a payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Merchant Accounts list.

### **THE BILL PAYING PROCESS**

The Institution will process variable payments on the business day (generally Monday through Friday, except federal banking holidays) you designate the payment is to be processed, provided the payment request is received prior to the cut-off time set by the Institution, which is currently 2:00 PM (Eastern Time). Variable payment requests received after the business day cut off time, or at any time on a non-business day, will be processed on the next business day. The Institution reserves its right to change the cut-off time by reasonable advance notice to you.

IF A RECURRING PAYMENT FALLS ON A NON-BUSINESS DAY (SUCH AS WEEKENDS OR FEDERAL BANKING HOLIDAYS), THE PAYMENT SHALL BE PROCESSED ON THE PRECEDING BUSINESS DAY. Otherwise, recurring payment requests will be processed on the dates you have designated.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE DUE DATE APPEARING ON YOUR STATEMENT/INVOICE (THE "DUE DATE") FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. IT IS YOUR RESPONSIBILITY TO SCHEDULE/ACTIVATE RECURRING PAYMENTS ACCORDINGLY. Due to circumstances beyond our control, some Merchants take longer to post payments than others. We strongly suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You must select a "Payment Date" that is at least five (5) business days before the actual Due Date reflected on your statement. If your actual Due Date falls on a non-business day, you must select a Payment Date that is at least one business day before the actual Due Date. Payment Dates should be determined without consideration to any permissible late date or grace period agreed upon between you and Merchant.

When you have scheduled a payment, you authorize the Institution to debit your eligible account (the "Payment Account") and remit such funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments arising from your using of the Bill Payment service.

Institution shall not be liable if Institution is unable to complete any payments initiated through the Bill Payment service because of the existence of any one or more of the following circumstances:

1. You have not provided the Bill Payment service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment;
2. Circumstances beyond the control of Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Institution (or its vendors or independent contractors, as applicable) has taken reasonable precautions to avoid those circumstances;
3. The payment-processing center is not working properly and you know or have been advised by the Bill Payment service about the malfunction before you execute the transaction; and/or
4. If, through no fault of Institution, your Bill Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all transactions requested through the Bill Payment service, as well as any other payment obligations you have to the Institution. The Institution reserves the right, without liability, to reject or reverse a transaction if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the applicable account and the Institution has not exercised its right to reverse or reject a requested transaction, you agree to reimburse Institution on demand. You further agree the Institution, at its option, may charge any of your accounts with the Institution to cover such reimbursement obligations.

Institution reserves the right to select the method in which to remit funds on your behalf to your Merchant.

Any transaction can be changed or canceled, provided you access the Bill Payment service prior to the cut-off time on the business day prior to the business day the transaction is scheduled to be initiated.

Due to circumstances beyond the control of the Online Bill Payment service, particularly delays in handling and posting payments by Merchants or the Merchants' financial institutions, some transactions may take longer to be credited to your account. The Online Bill Payment service will bear 100% responsibility for any late payment related charges should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described above. If a mistake is made by the Online Bill Payment service, the Online Bill Payment service will bear 100% responsibility for your direct losses or damages.

**YOU MUST COMPLY WITH ALL BILL PAYMENT SCHEDULING INSTRUCTIONS INCLUDING THOSE SET FORTH IN ANY USER GUIDE OR ON-SCREEN INSTRUCTIONS WITH RESPECT TO THE ONLINE BILL PAYMENT SERVICE, OR ASSUME ALL RISK PERTAINING TO FINANCE OR ANY OTHER CHARGES THAT THE PAYEE/MERCHANT MIGHT IMPOSE.**

#### **RETURNED PAYMENTS**

In using the Service, you understand that the Online Bill Payment service and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the account number is not valid; the inability to locate an account; or the account has been paid in full. The Online Bill Payment service will use its best efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Online Bill Payment service.

#### **FEES**

The fee for the Bill Payment service is \$4.95 per month, with the first three (3) months free, for an unlimited number of monthly payments.

#### **Additional Charges for Customer requested Services and Other Items**

There will be NO charge for any item if needed to correct an Institution error.

The Institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Please contact us to obtain our Service Charge Schedule that outlines our fees for customer requested services and other items.

Some Bill Payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund

Transfers Disclosure Statement, received when you opened your account, which discloses important information concerning your rights and obligations.

### **Responsibility**

Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or On-line Financial Services; (ix) you knew that Online Banking and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

It is your responsibility to check the balance of the applicable account(s) after a transaction has been requested to confirm that it has, in fact, occurred.

### **Unauthorized Transactions**

You should notify us **immediately** if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record.

West Milton State Bank  
Operations Department  
940 High Street  
West Milton, PA 17886  
BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday  
Holidays are not included.

We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

### **Electronic Mail (E-mail)**

Sending E-mail is a very good way to communicate with Institution regarding your accounts or the On-line Financial

Services. However, your e-mail is actually sent via your own software and, as a result, may not be secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to Institution. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

### **Disclosure of Information**

Information submitted to Institution or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Institution or prohibited by law.

For more information concerning how we collect and protect your personal information and how and why in certain limited cases we may share such information with third parties, please refer to our Privacy Policy available on our website or upon request.

### **Links to other Sites**

Information that Institution publishes on the Internet may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

### **Restrictions**

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking or On-line Financial Services. You may not gain, or attempt to gain, access to any Online Banking and/or On-line Financial Service server, network or data not specifically permitted to you by Institution or its vendors or suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its vendors or suppliers.

### **Virus Protection**

Institution is not responsible for any electronic virus that you may encounter using the On-line Financial Services. We encourage you to routinely scan your computer and diskettes using a reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

### **Liability**

You are solely responsible for controlling the safekeeping of, and access to, your User Code and password. You are responsible for all transactions you authorize using the Online Banking service. If you permit other persons to use the Online Banking service or your password or other means to access your account, you are responsible for any transactions they authorize.

You will be responsible for any Bill Payment request you authorize that contains an error or is a duplicate of another Bill Payment. The Institution is not responsible for a Bill Payment that is not completed if you did not properly follow the instructions for making a Bill Payment. The Institution is not liable for any failure to complete a Bill Payment if you fail to promptly notify the Institution after you learn that you have not received credit from a Merchant for a Bill Payment.

The Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Institution's agent. In any event, the Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Online Banking service, even if the Institution has knowledge of the possibility of them. The Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Institution's reasonable control.

EXCEPT AS OTHERWISE PROVIDED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE INSTITUTION BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, 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, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY ON-LINE FINANCIAL

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 PROVIDED BY LAW.

YOU ACKNOWLEDGE THAT, IN PROVIDING THE SERVICE, WE MAY UTILIZE AND RELY UPON CERTAIN THIRD PARTY SERVICE PROVIDERS TO PROVIDE SERVICES TO US. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RIGHTS UNDER THIS AGREEMENT SHALL BE SOLELY AND EXCLUSIVELY AGAINST US, AND YOU SHALL HAVE NO RIGHT OR RECOURSE AGAINST ANY THIRD PARTY SERVICE PROVIDER HEREUNDER WHATSOEVER, AND YOU HEREBY WAIVE ANY AND ALL SUCH RIGHTS OR RECOURSE, DIRECTLY OR INDIRECTLY, AGAINST ANY THIRD PARTY SERVICE PROVIDER.

### **Damages and Warranties**

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or the use of the On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus(es) you may encounter after installation of such software or use of Online Banking or the On-line Financial Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide Online Banking and the On-line Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the On-line Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the On-line Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the On-line Financial Services, or contained in any third party sites linked to or from Institution's web site.

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

WE MAKE NO WARRANTY THAT ANY ONLINE 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 ONLINE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL OF THE FOREGOING RISKS.

YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY INSTITUTION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE

### **Indemnification**

You shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with the terms of this Agreement.

### **Additional Remedies**

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by you.

### **Termination and Changes in Terms**

Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time and from time to time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site. Any use of the Online Banking services after the effective date of any change in terms will constitute your agreement to such change(s).

You may terminate this Agreement by written notice to the Institution. The Institution is not responsible for any transaction initiated before the Institution has had a reasonable opportunity to act on your termination notice. You remain obligated for any transactions made by the Institution on your behalf.

### **Applicable Rules, Laws, and Regulations**

You submit to the jurisdiction of, and this Agreement shall be governed by the internal, substantive laws of the Commonwealth of Pennsylvania, as well as the federal laws of the United States. You agree that exclusive venue for any court proceeding shall lie in Union County, Pennsylvania. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

### **Assignment**

You may not assign this Agreement to any other party. Institution may assign certain rights and/or delegate all or a portion of its duties under this Agreement to independent contractors or other third parties.

### **Integration**

The terms of your account agreement(s) and all other agreements you have with the Bank pertaining to your account(s) are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the provisions of this Agreement shall control to the extent necessary. You agree that the most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us. Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Agreement are superseded by this Agreement.

### **Severability**

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

### **Waiver**

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

### **Force Majeure**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

### **Construction**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.



## **MOBILE BANKING AGREEMENT**

Thank you for using the Mobile Money Services ("Services") and any related Software ("Software") provided by West Milton State Bank ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and billpay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. **Standard messaging charges apply.**

### **Terms and Conditions:**

- a. Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.
- b. Questions: You can contact us at "www.westmiltonstatebank.com" or 570-568-6851, or send a text message with the word "HELP" to this number: 96924. We can answer any questions you have about the program.
- c. To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 96924. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d. The Services and/or Software may not be available at anytime for any reason outside of the reasonable control of Financial Institution or any service provider

**Privacy and User Information.** You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, 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 Services or Software (collectively "User Information"). The Financial Institution and its affiliates and service providers 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 Services 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 Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software 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.

**Restrictions on Use.** You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is

harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

## **MOBILE CHECK DEPOSIT AGREEMENT**

This Mobile Check Deposit Agreement ("Agreement") is a contract that governs your ability to use the Mobile Check Deposit remote deposit capture service provided to you by West Milton State Bank (the "Service"). As used in this Agreement, the terms "Bank," "we," "us," and "our" refer to West Milton State Bank. The terms "you" or "your" refer to the account holder(s) authorized by the Bank to use the Service, all persons authorized to sign on the account holder's deposit accounts, and anyone else who uses the Service with the permission of the account holder(s). By using the Service, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

### **1) SCOPE OF AGREEMENT**

This Agreement governs your use of the Service. The Service allows you to use a compatible camera-enabled mobile phone or device ("Mobile Device") to scan original checks or other deposit items that meet our required standards ("Checks") and electronically transmit images of the Checks and associated deposit information to the Bank for deposit to your designated account(s). The Service converts your scanned Checks into substitute checks, in accordance with the Check Clearing for the 21<sup>st</sup> Century Act ("Check 21 Act") and Federal Reserve Board Regulation CC ("Regulation CC"), to facilitate the deposit and collection of such Checks. You agree that the Bank shall determine in its sole discretion the manner in which Checks are cleared or presented for payment, including without limitation, by substitute check, Automated Clearing House ("ACH"), or image exchange.

The terms and conditions in this Agreement are in addition to, and do not cancel, supersede or replace your application to use the Service, our notification of approval of your application, your deposit account agreement ("Bank Account Agreement"), or any other agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans, services, or other business relationships with the Bank. Additionally, your use of the Service will be subject to all of the terms or instructions which may appear on-screen when you access the Service, or in user guides, and/or other information or documentation that the Bank may provide to you from time to time regarding the Service. Your use of the Service is also subject to, and you agree to comply with, the applicable rules and regulations of the National Automated Clearing House Association (NACHA),

all other applicable clearing house rules, regulations, operating circulars and agreements, the Check 21 Act, Regulation CC, Office of Foreign Assets Control sanction laws, the Bank Secrecy Act, the USA PATRIOT Act, the Uniform Commercial Code as enacted in Pennsylvania, and all other applicable state and federal laws and regulations, all as amended from time to time.

## 2) HARDWARE AND SOFTWARE REQUIREMENTS FOR THE SERVICE

In order to use the Service, you must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time.

We are not responsible for providing, maintaining or servicing your Mobile Device or any other equipment for you. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements.

Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. We are not responsible for any third party software that you may need to use the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation.

We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

## 3) CHECK REQUIREMENTS

- a) Information on the Check. Any image of a Check that you transmit through the Service must accurately and legibly provide all of the information on the front and back of the Check at the time it was presented to you. You must endorse the original Check with a restrictive endorsement before scanning it by applying your signature and the legend, "For Mobile Deposit Only." You authorize the Bank to supply an endorsement on your behalf for deposit to your account if a Check is missing or has an improper endorsement.

You agree that the scanned image of each Check shall provide the following information: (1) identification of the drawer and the paying bank that is preprinted on the Check, including complete, full-field, and accurate MICR (magnetic ink character recognition) line, routing transit number, number of the account on which the Check is drawn, and drawer signature(s); (2) amount, payee, date, Check number; and (3) other information placed on the Check before imaging, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

- b) Your Representations and Warranties with Respect to Prohibited Checks. The Bank in its sole discretion may refuse to accept, and you represent and warrant that you shall not use the Service to deposit, any Checks that:
- i.) are payable to any person other than you;

- ii.) are issued by you, or by any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, or any account of any business entity of which you are a principal, officer or authorized signer;
- iii.) contain obvious alteration to any of the fields on the front of the Check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the account holder;
- iv.) are substitute checks as defined by Check 21 or IRDs (image replacement documents) that purport to be substitute checks and which have been previously endorsed by a financial institution;
- v.) are drawn on a financial institution located outside the United States or are not payable in United States currency;
- vi.) are dated more than six (6 ) months prior to the date of deposit;
- vii.) have a duplicate MICR code line;
- viii.) are missing or have an invalid or incorrect routing number;
- ix.) are photocopies or otherwise not original paper Checks when they are scanned;
- x.) are issued to multiple parties;
- xi.) are third party or second endorsed Checks; or
- xii.) do not qualify as “original checks” as defined in Regulation CC.

In the event that you breach any of these representations or warranties, you agree to defend, indemnify and hold the Bank and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize us to charge your account(s) for the amount of any claim, suit or demand that constitutes a breach of warranty claim under the provisions of Check 21, Regulation CC and/or the Uniform Commercial Code.

c) Image Quality. Both the front and back of each Check must be transmitted to the Bank as provided in any user guide or other instructions provided to you by the Bank or the Service, including on-screen instructions. The Bank in its sole discretion may refuse to accept Checks that do not meet our image quality requirements. This includes, without limitation Checks where:

- i.) the front and/or back image is too large or too small;
- ii.) the front and/or back image is too light or too dark;
- iii.) the front and back images have a dimension or other mismatch or discrepancy;
- iv.) the image has torn or folded edges, cut corners, or other damage; or
- v.) the image does not comply with the standards for image quality established from time to time by the American National Standard Institute (ANSI), the Federal Reserve Board, any other regulatory agency, clearing house or association, or by us, or by applicable law.

#### **4) REJECTION OF DEPOSITS BY THE BANK**

After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your Bank Account Agreement.

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits.

The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned.

You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

## **5) CHECKS RETURNED UNPAID**

You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you.

In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned.

You understand and agree, that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check.

You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

## **6) YOUR DUTY TO REPORT ERRORS**

The Bank will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may enroll in the Bank's Online Banking service for electronic access to information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through the Service does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check.

You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement.

You may notify us by visiting [westmiltonstatebank.com](http://westmiltonstatebank.com) and submitting your questions securely through our "Contact Us" page; writing to West Milton State Bank, Operations Department, 940 High Street, West Milton, PA 17886, or calling us at 570-568-6851.

You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

## **7) AVAILABILITY OF THE SERVICE**

The Service is generally available 7 days a week, 24 hours a day. At certain times the Service may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software, or circumstances beyond our control. If you are not able to use the Service to make deposits you may physically mail or deliver your deposits to the Bank through our branches or through certain of our ATMs. Deposit of original Checks at a branch of the Bank or an ATM shall be governed by the terms and conditions contained in your Bank Account Agreement and not by the terms of this Agreement. The Bank is not responsible for providing an alternate method of remote deposit if the Service is not available.

## **8) FUNDS AVAILABILITY**

The funds for the Checks that you deposit through the Service may not be immediately available to you. The funds for all accepted Checks will be available in accordance with the Bank's Funds Availability Disclosure. In order to determine the availability of your funds, you will need to determine the date and time that the Checks and all required data and information are received by the Bank. You understand and agree that we shall not be deemed to have received a Check deposit through the Service until we notify you via onscreen messaging and/or e-mail that we received the Check deposit. You understand and agree that, for purposes of deposits made using the Service, the place of deposit is West Milton, PA.

The deposit cut-off time for the Service is 3:00 PM Eastern Standard Time (EST). The Bank reserves the right to change the cut-off time in its sole discretion. Such change shall be effective immediately and may be implemented before you receive notice of the change. You may contact us at any time to verify our current cut-off time.

If you complete the scanning and transmission process and receive your deposit receipt, Checks that you deposit before the cut-off time on our business days will be considered as received that same business day. Checks that are received by us through the Service after the cut-off time on a business day, or on any day that is not a business day, will be considered as received by us on the next business day. For purposes of determining when a deposit is received, the Bank's records shall be determinative.

You agree that it is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet our funds availability schedule and time changes associated with Daylight Savings Time.

## **9) STORAGE, SECURITY AND DESTRUCTION OF ORIGINAL CHECKS**

You agree that once a Check has been deposited through the Service, the original Check is your property and not the property of the Bank. You shall securely store the original Check for a reasonable period, not to exceed sixty (60) days, after you receive a deposit receipt through the Service that the Check has been accepted. While the original Check is in your possession, you agree to use a high degree of care to safeguard the original Check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original Check or unauthorized use of the information on the Check or in the file. You shall take appropriate security measures to ensure that: a) only authorized persons shall have access to the original Check; b) the information contained on the Check shall not be disclosed to unauthorized persons; and c) the original Check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited or negotiated again in any way. Upon request by the Bank you will promptly provide to the Bank a retained original Check, or a sufficient copy of the front and back of the Check in form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes.

After the sixty (60) day retention period expires, you shall destroy the original Check by shredding it or by any other permanent deletion manner that does not allow the original Check to be accessed by an unauthorized person(s) and in a manner that the original Check is no longer readable or capable of being reconstructed. After destruction of an original Check, the image will be the sole evidence of the original Check.

You agree to be responsible to us for any losses, costs, expenses, and damages we may incur as a result of your failure to comply with the provisions of this Section.

## **10) PROHIBITION AGAINST PRESENTING CHECKS MORE THAN ONCE**

Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check.

You agree that we may debit from your Bank account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

## **11) DEPOSIT LIMITS**

The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. Our current daily deposit limit is \$2,500 per day.

## **12) COMPLIANCE WITH LAW; PROHIBITED ACTIVITIES**

You agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations.

You are prohibited from engaging in, and you represent and warrant to the Bank, that you do not and shall not engage in, any business or activity that: a) would result in your being or becoming a money service business that regularly cashes third party checks, sells money orders, or handles wire transfers or other financial services for third parties; b) would result in your accepting restricted transactions in connection with another person in unlawful Internet gambling; c) would result in the Bank being used as a conduit for money laundering or other illicit purposes; or d) would directly or indirectly result in any activity or use of the Service that may be illegal or fraudulent.

## **13) YOUR FINANCIAL INFORMATION**

The Bank may request financial and other information from you from time to time in order to evaluate the risks of providing the Service to you. You agree to promptly provide any such financial and other information we request. You authorize the Bank to review your financial information, including consumer reporting agency reports, before we authorize you to use the Service and for as long as you use the Service. If you do not provide any requested financial or other information, or if we determine that the credit, security or other risks of continuing to provide the Service to you are not acceptable, we may immediately terminate your access to the Service without prior notice.

## **14) BANK'S DUTIES AND RESPONSIBILITIES**

Our duties and responsibilities are limited to those described in this Agreement, your Bank Account Agreement, and any other agreements governing your account(s). We shall exercise reasonable due care in performing our responsibilities under this Agreement. We agree to transmit all the financial data under our control that is required for you to use the Service and to act on appropriate instructions that we receive from you in connection with the Service. We shall exercise reasonable due care in seeking to preserve the confidentiality of your user ID, password, and/or other code or identifier and to prevent the use of the Service by unauthorized persons. We shall not otherwise be



liable or responsible for any loss you incur or damage you suffer as a result of any unauthorized person accessing or using the Service.

You agree that implementation by us of our standard procedures for maintaining the confidentiality of customer information, and where practicable, our obtaining similar undertakings from any third parties who are engaged in installing, maintaining, or operating the Service, shall constitute fulfillment of our obligation to exercise reasonable due care. You assume full responsibility for the consequences of any misuse or unauthorized use or access to the Service or disclosure of any of your confidential information or instructions by your employees, agents, or other third parties.

We shall not be responsible for suspension of performance of all or any of our duties or responsibilities under this Agreement if at any time, or from time to time, such performance is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, or court order. We shall not be responsible or liable for any loss you incur or damage you suffer in the event of any failure or interruption of the Service or any part of the Service, resulting from the act or omission of any third party, or from any other cause or circumstance not reasonably within our control.

## **15) SERVICE FEES**

Currently we do not impose any fees for the Service. We reserve the right to impose fees for the Service in the future and we will notify you of any such fees, in the manner and to the extent required by this Agreement and by law. Your use of the Service after the effective date of any fee changes shall constitute your agreement to such fee changes. You also understand and agree that you are responsible for any wireless service provider charges and any and all other fees and charges that you may incur by accessing and using the Service.

## **16) YOUR REPRESENTATIONS AND WARRANTIES**

In addition to your representations and warranties contained in other provisions of this Agreement, you represent and warrant that:

- a) All signatures on each Check are authentic and authorized.
- b) Each image of a Check you transmit to us 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.
- c) You are authorized to enforce each Check you transmit for deposit or are authorized to obtain payment for each Check on behalf of a person entitled to enforce such transmitted Check.
- d) You are solely responsible for any and all financial risk that may be associated with your use of the Service, including without limitation the risk that a Check will be returned for insufficient funds.
- e) You are solely responsible for the instructions you provide to the Bank and for failing to properly access or use the Service, including without limitation input errors.
- f) 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.
- g) You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

If you breach any of these representations and warranties, you agree to indemnify, defend and hold the Bank, its shareholders, parents, subsidiaries, affiliates, officers, directors, employees, agents, and its and their successors, heirs and assigns harmless from and against any and all liability, damages, or losses arising from any claims, suits or demands from third parties with respect to such breach. You further authorize the Bank to debit your account for the amount of any such claim, suit or demand that results from a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code. You will maintain funds in your account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns of Checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account(s), we may charge such excess against any of your other accounts at the Bank, and you will pay us any amount remaining unpaid immediately upon our demand.

## **17) YOUR AUTHENTICATION METHOD**

You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential.

You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method.

By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

## **18) MOBILE DEPOSIT SECURITY; DATA SECURITY**

You understand that Check images captured using your Mobile Device are stored on the Mobile Device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your Mobile Device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

It is your responsibility to notify us immediately by telephone at 570-568-6851 with written confirmation 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.

You agree to protect the confidentiality of your account and account number, your data, and your personal identification information. Notwithstanding our efforts to ensure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the

Service or e-mail transmitted to and from us, will not be monitored or read by others.

## **19) PROPRIETARY RIGHTS**

You acknowledge and agree that the Bank and its service providers retain all ownership and proprietary rights in and to the Service, associated content, technology and website(s). You are permitted to use the Service only as expressly authorized by this Agreement. In addition, you agree that you will not: a) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service; b) copy or reproduce all or any part of the technology or Service; or c) interfere, or attempt to interfere, with the technology or the Service.

## **20) DISCLAIMER OF WARRANTIES**

YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTY SERVICE PROVIDERS) 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.

YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL OF THE FOREGOING RISKS.

YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE.

## **21) LIMITATION OF LIABILITY**

The Bank shall not be liable to you for any damages or losses that you may suffer or incur in connection with the Service, including, without limitation, any failure to provide, or delay in providing, access to the Service, except: a) as specifically stated in this Agreement; or b) to the extent such damages or losses are solely and proximately caused by our gross negligence or willful misconduct.

Without limiting the foregoing, we shall not be liable to you for any of the following: a) any damages, losses, costs or other consequences caused by our actions that are based on information or instructions you provide; b) any unauthorized actions initiated or caused by you or your employees, agents or representatives; c) any refusal of a payor financial institution to pay a Check for any reason (other than that caused by our gross negligence or willful misconduct), including without limitation, that the Check was unauthorized, counterfeit, altered, or had a forged signature; d) your or any other parties' inability to transmit or receive data; or e) if you do not comply with your representations or warranties in this Agreement.

Our liability for errors or omissions with respect to the data transmitted or printed by us in connection with this Agreement will be limited to correcting the errors or omissions. Correction will be limited to reprocessing, reprinting and/or representing the Checks to the payor financial institution.

The limitations of liability and remedies in this Section are in addition to, and not in lieu of, other limitations or remedies contained elsewhere in this Agreement.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR ANY BANK ACCOUNT AGREEMENT OR ACCOUNT DISCLOSURES TO THE CONTRARY, YOU AGREE THAT IN NO EVENT WILL THE BANK OR ANY THIRD PARTY SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, 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, 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 OR ANY THIRD PARTY SERVICE PROVIDER HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE PROVIDED BY LAW.

YOU ACKNOWLEDGE THAT, IN PROVIDING THE SERVICE, THE BANK MAY UTILIZE AND RELY UPON CERTAIN THIRD PARTY SERVICE PROVIDERS TO PROVIDE SERVICES TO THE BANK. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR RIGHTS UNDER THIS AGREEMENT SHALL BE SOLELY AND EXCLUSIVELY AGAINST THE BANK, AND YOU SHALL HAVE NO RIGHT OR RECOURSE AGAINST ANY THIRD PARTY SERVICE PROVIDER HEREUNDER WHATSOEVER, AND YOU HEREBY WAIVE ANY AND ALL SUCH RIGHTS OR RECOURSE, DIRECTLY OR INDIRECTLY, AGAINST ANY THIRD PARTY SERVICE PROVIDER.

## 22) TERMINATION

- a) How to Cancel the Service. If you wish to cancel the Service, you must notify us by visiting [westmiltonstatebank.com](http://westmiltonstatebank.com) and submitting your request securely through our "Contact Us" page; writing to West Milton State Bank, Operations Department, 940 High Street, West Milton, PA 17886, or calling us at 570-568-6851.
- b) Closing your Bank Accounts. If you close all of your Bank accounts, you must notify the Bank's Operations Department to cancel the Service and you must terminate your use of the Service at that time.
- c) Bank Termination of Use or Access. We will not in any way be obligated to grant you use of or access to the Service if: (1) such use or access is not in accordance with any term or condition applicable to the Service; (2) such use or access is not permitted by any state or federal law or regulation; (3) the Bank has reasonable cause to believe that such use or access may not be authorized by you or any third party whose authorization the Bank believes is necessary for such use or access; or (4) the Bank has reasonable cause to deny such use or access for your or our protection.
- d) Bank Termination of the Agreement. The Bank reserves the right in its sole discretion at any time to terminate this Agreement and therefore to limit or terminate your use of or access to the Service at any time, with or without cause and without prior notice. The Bank will not have liability to you for any losses or damages you may suffer or incur as a result of any such limitation or termination.

Any termination will not affect our obligations arising prior to termination, such as the obligation to process any Checks (including returned Checks) that were in the process of being transmitted or collected prior to the termination date. Termination will not affect your liability or obligations under this Agreement for transactions that have been

processed through the Service for you. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination.

In addition, you will keep your account(s) at the Bank open, and you will maintain funds in such account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns of Checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts at the Bank, and you will pay us any amount remaining unpaid immediately upon our demand. You will also continue to retain original Checks and forward Checks to the Bank on our request in accordance with the provisions of this Agreement.

### **23) YOUR 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 other legal expenses arising from your use of the Service and/or breach of this 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 Fiserv, Inc., and hold harmless Fiserv, Inc., its parents, subsidiaries, affiliates, directors, officers, shareholders, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including 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 attorneys' fees and other legal expenses, arising from such claims, to the extent any such claim is related to the Bank or your use of the Service, or Fiserv, Inc. applications, unless such claim directly results from an action or omission made by Fiserv, Inc. in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

### **24) WAIVERS**

The Bank will not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of the Bank. No delay, extension of time, compromise, or other indulgence that may occur or be granted from time to time by the Bank under this Agreement will impair our rights or powers under this Agreement.

### **25) AMENDMENT**

We reserve the right to modify the Service from time to time without prior notice to you. However, we will mail or deliver a written notice to you at least thirty (30) days in advance of the effective date of any additional or increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers, or stricter limits on the type, amount or frequency of transactions. In addition, if an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, we will provide you with written notice within thirty (30) days after such change. In most cases you will receive the notice online through the Service; however, the Bank reserves the right to notify you by e-mail or by U.S. Postal Service mail, in its discretion. You may decline a change by notifying us prior to the change's effective date to discontinue the Service. If you do not accept and agree to the change, you will not be entitled to use the Service.

However, if you do not terminate your Service and you use it on or after the effective date of the change(s), you will be deemed to have accepted and agreed to the change(s), and they and the Agreement, as amended, will become legally binding upon you.

## **26) NOTICES**

All notices from the Bank to you shall be in writing and shall be made either via e-mail, U.S. Postal Service mail or messages delivered through the Service, at our discretion. Any written notice that we give to you will be effective when it is deposited in the U. S. mail or delivered to you to the e-mail address in our records or posted for you online through the Service. If your Account is a joint or multiple party account, notice from us to any one of you is notice to all of you.

Unless otherwise provided in this Agreement, any notice from you to the Bank must be in writing. Any written notice that you give us will be effective when it is actually received by us, provided we have reasonable opportunity to act on it. You may notify us by visiting [westmiltonstatebank.com](http://westmiltonstatebank.com) and submitting your questions securely through our "Contact Us" page; writing to West Milton State Bank, Operations Department, 940 High Street, West Milton, PA 17886, or calling us at 570-568-6851.

## **27) ASSIGNMENT**

You may not assign any of your rights, duties and obligations under this Agreement. We may assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors, service providers, or other third parties.

## **28) GOVERNING LAW**

This Agreement is governed by, and is subject to, the laws of the Commonwealth of Pennsylvania, without regard to its choice or conflicts of laws provisions.

## **29) SEVERABILITY**

If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired.

## **30) ENTIRE AGREEMENT**

The terms of your Bank Account Agreement and all other agreements you have with the Bank pertaining to your account(s) are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements, the provisions of this Agreement shall control to the extent necessary. You agree that the most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us. Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Agreement are superseded by this Agreement.

BY CLICKING "ACCEPT" YOU ARE INDICATING YOU HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENTS AND AGREE TO BE BOUND BY ALL ITS TERMS.