



## ELECTRONIC BANKING SERVICE AGREEMENT

### I. Terms and Conditions for Both Consumer and Non-Consumers

#### A. Introduction

This Electronic Banking Service Agreement ("Agreement") governs the use of Stonebridge Bank's Online Banking System ("Access On The Go", the "Service" or "Services"). Stonebridge Bank allows you to perform a number of banking functions through the use of a personal computer, mobile access device, telephone, and the Internet. This Agreement establishes the terms and conditions for electronic access to the Electronic Banking System ("System"). When you use any of the Electronic Banking Services described in this Agreement, you agree to the terms and conditions of this Agreement.

For purposes of this Agreement, the words "we," "our," "us," "Bank" and other similar terms mean Stonebridge Bank. "You," "Your," "User," "Customer," "Company" and other similar terms refer to the account holder and anyone else authorized by that account holder to exercise control over account holder's funds through the System. "Account" or "accounts" means your accounts at the Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Bank accounts (including Bill Payment) using the System.

If you are an individual, then you agree to use our Services for consumer transactions only. If you are not an individual, including, but not limited to, a sole proprietor, corporation, partnership, limited liability company, unincorporated business entity or association, then you agree to use our Services for non-consumer transactions only. A "consumer transaction" means the use of our Services to electronically transfer funds to or from a consumer account. A "consumer account" is an account of yours that is established primarily for personal, family or household purposes. **If you use the Services for a consumer transaction, then the terms and conditions in Section III of this Agreement will not apply.**

A "non-consumer transaction" means the use of the Services for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account) and in addition includes (to the extent allowed by law): (i) any transfer of funds through Fedwire or a similar wire transfer system; (ii) any transfer of funds the primary purpose of which is the purchase or sale of a security or commodity; and any other use of the Services if the use is not covered by the Electronic Fund Transfer Act and its implementing Regulation E. **If you use the Services for a non-consumer transaction, then the terms and conditions in Section II of this Agreement will not apply.**

#### B. Other Agreements

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts, in addition to your other agreements with the Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

#### C. Access Requirements

To use the System you must have at least one Stonebridge Bank account and acquire one or more of the following access devices:

1. Computer hardware and software required to access the System, World Wide Web access via a secure Internet Service Provider (ISP), an Internet browser that supports a minimum 128 bit encryption standard, firewall, anti-virus software, anti-spyware software and a valid e-mail address required to access the System.
2. Mobile access device (defined as a supportable cellular telephone, personal digital assistant "PDA", or other type of wireless communication or mobile handheld device that is web enabled, is capable of conducting Electronic banking transactions via our Mobile Banking Service, allows secure SSL traffic, Wireless Application Protocol "WAP", other protocols that we may select or approve from time to time, and that is also capable of receiving text messages "SMS") required to access the System.

Once we have received your request for access, verified your account information and your account(s) is funded, we will send you, either by e-mail or by postal mail, your assigned Sign-On ID. We will instruct you in writing to call **Customer Service at (800)-807-1666** to receive your temporary Password. Once you log in with your Sign-On ID and Password, we will ask you to choose an Authentication Method. The System can be used to access only the Bank accounts which you have designated for access by the System in your Online Application. You can request to add, change or delete any of your Bank accounts through the System. Your User access can be inactivated by calling Customer Service at **(800)-807-1666**. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the accountholder.

#### D. Enrollment and Usage

Enrollment access is based upon the type of account arrangement you have with the Bank:

1. Individual Accounts. Persons with individual accounts may also access joint accounts for which they are an owner.
2. Joint Accounts. Each account holder(s) must enroll separately and each will have his or her own separate "Agreement". You are liable for all transactions that you, or any other user that you provide your Sign-On ID, Password and Authentication Method, in addition to other Sign-On IDs, Passwords and Authentication Methods issued to joint account holders, even if the person(s) you authorize exceeds your authority. Persons listed on the Online Application will only be able to access accounts for which they are designated as an owner or signer.



3. Corporate Accounts. Administrator access is given to an owner, who also must be a signer on the account. As an Administrator, you are able to grant access to others.

E. Your Responsibility When the Sign-On ID, Password and Authentication Method are Used

In your electronic communications with us, you must use your Sign-On ID, Password and Authentication Method to initiate a secure System session with us. You may then use the tools provided by us within the System.

When we commence your ability to access the System, we will establish access for you by using a temporary Password. You will be required to change your Password upon your first login. You agree that you will not under any circumstances disclose your Password to anyone, including anyone claiming to represent the Bank.

Your Password must be at least seven characters in length and consist of both alpha and numeric characters for purposes of security. We recommend that you create a Password that utilizes both upper and lower case characters. Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

We are entitled to act upon instructions we receive with respect to the Online Banking System under your Sign-On ID, Password and Authentication Method, and you are liable for all transactions made or authorized with the use of your Sign-On ID, Password and Authentication Method. We have no responsibility for establishing the identity of any person who uses your Sign-On ID, Password and Authentication Method. **You agree that if you give your Sign-On ID, Password and Authentication Method to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your Sign-On ID, Password and Authentication Method will have access to the Service.**

You agree to take appropriate steps to ensure that all Sign-On ID's, Passwords, Authentication Methods and any other applicable security procedure issued to its agents, representatives, employees or officers are protected and kept confidential. In your review of the System, including those aspects of the System pertaining to the issuance, use, and protection of Sign-On ID's, Passwords, Authentication Methods and security procedures, you agree to notify the Bank in the event your use of the System would necessitate or be better served by a level of security that exceeds that offered by the System. If you fail to notify the Bank, you acknowledge and agree that the security aspects of the System are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

You agree to 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, relating to its honoring or allowing any actions or transactions that were conducted under your Sign-On ID, Password and Authentication Method or acting upon messages or authorizations provided to us using your Sign-On ID, Password and Authentication Method.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to the System, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of System services, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, through the use of the System, the Service used in conjunction with your Sign-On ID, Password and Authentication Method, you authorize the Bank to complete the transaction. Any requests or instructions we receive from you through the System using your Sign-On ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, transfers, withdrawals, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide us through the System using your Sign-On ID, Password and Authentication Method.

Your access to the System will be blocked in the event your Sign-On ID, Password and Authentication Method is entered incorrectly on three consecutive attempts. If this happens, please call Customer Service at **(800) 807-1666**.

F. Data Protection

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your periodic statement for each of your Bank accounts as soon as you receive or have access to it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Sign-On ID, Password and Authentication Method are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others.

G. Services

You can use the System to access these Services:



1. View current balance information on your Bank accounts;
2. View Bank account history;
3. Transfer funds between your accounts;
4. Transfer funds from your account to another customer's account held at Stonebridge Bank (Customer to Customer Transfer – consumer only)
5. Make on-us loan payments;
6. View check images;
7. View account statements;
8. Make stop payment requests;
9. Export history information in a Quicken, QuickBooks (non-consumer only), or spreadsheet format;
10. Pay bills.

The Bank may, from time to time, introduce new Services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto.

The available account balance may include deposits still subject to verification and may not include outstanding checks, debit or ATM card activity or credits. The current balance is a count of items posted to the account. Transfers initiated through the System may not result in immediate availability because of the time required to process the request. Please contact us if you have further questions.

#### H. Posting of Transfers

Transfers initiated through the System before **5:00 PM** on a business day are posted to your account the same day. Transfers completed after **5:00 PM** or on a non-business day will be posted on the next business day. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers, bill payments, or other transactions from your accounts in order to avoid overdrafts.

#### I. Stop Payment

You may initiate stop payment requests online via the Online Banking System **only for paper checks you have written** (non-electronic) on your Bank accounts. The System allows you to: (1) place a stop payment order request of up to six (6) months in duration; or (2) determine the paid status of a check. If you use the Services stop payment feature, then you must follow the procedures and specification described in this Agreement.

The cut-off time for us to receive a stop-payment request is **5:00 PM** on a business day and a stop payment request received after that time or on a non-business day will be processed on the next business day. You must provide the Bank with complete and accurate information in a timely manner on: the account number, the date of the item or check; the item or check number; the EXACT amount of the item or check (dollars and cents); the payee name and the reason for the stop payment. If any information is incomplete or incorrect, the Bank will not be responsible for failing to stop payment on the item or check. The Bank shall have no responsibility to determine the accuracy of such information. Stop payment requests which cover a range of checks or items that are missing or stolen will be processed without regard to the dollar amount. The Bank is not responsible for stop payment requests received for items or checks that have already cleared or been paid from your account. The Bank may provide you notice of the actual stop payment of a check by making such information accessible to you online via the System. Stop payment orders are effective for only six months unless renewed by you prior to expiration of the original order. From time to time, the Stop Payment Service may be inoperable. If that occurs, your request can be communicated to the Bank by calling Customer Service at **(800) 807-1666**.

You agree to indemnify the Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by the Bank because of refusing payment pursuant to your stop payment order. You agree not to hold the Bank liable on account of payment contrary to your stop payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by you are returned insufficient. You agree that any stop payment placed on any check issued on your accounts may be relied upon by the Bank to have been placed by an agent of you duly authorized to place the stop payment, and the Bank shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.

We currently impose a stop payment fee for each stop payment request on a check or item. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule. This fee will be deducted from the account which the check or item was initiated or drawn on. Stop payment order on a Bill Payment will depend on the payment method and whether or not a check has cleared. To stop payment on a Bill Payment see "Bill Payment" below.

#### J. Online Bill Payment

You agree to be bound by the Terms and Conditions as defined below.

Service Definitions. "Service" means the Online Bill Payment Service offered by the Bank.

"Agreement" means these Terms and Conditions of the bill payment service. As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, as well as any authorized users of the Service that such person allows, subject to the parameters of multiple user access as set forth within the application.

"Payee" is the person or entity to which you wish a bill payment to be directed.



"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day after your Payment Account will be debited and is also the day after which the Online Bill Payment Service will begin processing your payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day. In other words, if you schedule a payment on the business day of the 2<sup>nd</sup>, we will charge your account on the business day of the 1<sup>st</sup> and begin to process your payment on the 1<sup>st</sup>.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Online Bill Payment Service but has not begun processing.

Payment Scheduling. Transactions begin processing the business day prior to your Scheduled Payment Date and will arrive approximately **on or within 7 days** of the Scheduled Payment Date. When scheduling payments you must select a Scheduled Payment Date that is no less than **7 days** before the actual Due Date, not the late date or the grace period.

Payment Authorization and Payment Remittance. You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Online Bill Payment Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Online Bill Payment Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible on or after the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Online Bill Payment Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

Provided none of the foregoing exceptions are applicable, if the Online Bill Payment Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Methods. The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Online Bill Payment Service. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Stop Payment Requests. The Online Bill Payment Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service 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 at **(800) 807-1666**. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within one business day. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

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



**Exception Payments.** Tax payments, court ordered payments, securities purchases, and payment of taxes must not be scheduled through the Online Bill Payment Service, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service 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 the Service.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

**Exclusion of Warranties.** THE ONLINE BILL PAYMENT 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Sign-On ID, Password and Authentication Method Security.** You agree not to give or make available your Sign-On ID, Password and Authentication Method or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Online Bill Payment Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Sign-On ID, Password and Authentication Method or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling **(800) 807-1666** during customer service hours.

**Errors and Questions.** In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

Telephone us at **(800) 807-1666** during customer service hours; and/or, write to us at:

**Attn: CUSTOMER SERVICE DEPARTMENT  
605 WILLOWBROOK LANE  
WEST CHESTER PA 19382-5554**

**Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. When it is necessary for completing transactions, or;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or;
3. To a consumer reporting agency for research purposes only;
4. In order to comply with a governmental agency or court orders, or;
5. If you give us written permission.

**Service Fees and Additional Charges.** You agree to pay the fees and charges for your use of the System and its Service(s) as we have established and may amend from time to time. These fees and charges will be in addition to any charges associated with the account you maintain with the Bank. Our schedule of fees for the System and its Service(s) is set forth in the Bank's Schedule of Fees. You agree that all such fees and charges will be deducted from the Bank checking account designated in this Agreement. If you close your account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System and the Service(s).

**Alterations and Amendments.** This Agreement, applicable fees and service charges may be altered or amended by the Online Bill Payment Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

**Address or Banking Changes.** It is your sole responsibility to ensure that the contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Online Bill Payment Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

**Online Bill Payment Service Termination, Cancellation, or Suspension.** In the event you wish to cancel the Online Bill Payment Service you may contact customer service via one of the following:

Telephone us at **(800) 807-1666** during customer service hours; and/or write to us at:

**Attn: CUSTOMER SERVICE DEPARTMENT**





**605 WILLOWBROOK LANE  
WEST CHESTER, PA 19382-5554**

Any payment(s) the Online Bill Payment Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Payee Limitation. The Online Bill Payment Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments. In using the Online Bill Payment Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

Information Authorization. Your enrollment in the Online Bill Payment Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or another financial institution (for example, to resolve payment posting problems or for verification).

Disputes. In the event of a dispute regarding the Online Bill Payment Service, you and the Service agree to resolve the dispute by referring to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, verbal or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

Assignment. You may not assign this Agreement to any other party. The Online Bill Payment Service may assign this Agreement to any future affiliated company, directly or indirectly. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver. The Online Bill Payment Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws or their provisions.

THE FOREGOING SHALL CONSTITUTE THE ONLINE BILL PAYMENT SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

**K. Mobile Banking Service**

Service Description. The Mobile Banking Service (the "Service") allows you to use your mobile access device to:

1. Access your account balance information;
2. Review transaction history;
3. Make transfers and loan payments;
4. Make payments using our Online Bill Payment Service;
5. Send secure messages to Stonebridge Bank and;
6. Send/receive text messages for account and balance information.

To use this Service you must be enrolled in the System. We offer this Service as an added convenience as a user of the System. However, the Service is not intended to replace your access of, or replace the full functionality of, the System's capabilities through the use of your personal computer to access all of the Services for managing your accounts with us.



Accessing and Using the Mobile Banking Service. Upon login, you will be required to enter your Sign-On ID, Password and Authentication Method provided by us after enrollment into the Service on your mobile access device. You acknowledge and agree not to provide any information regarding your access to the Service to any unauthorized person. It is your responsibility to keep this information confidential and secure, to not disclose or share it with anyone, to check your account statements and transactions on a regular basis, and promptly report any errors to us at **(800) 807-1666**. Failure to do so will enable others access to the Service and your accounts, and you will be held liable for any transactions they authorize and we will not be responsible for any damages as a result.

Instructions regarding the use of the Mobile Banking Service are available on our website and within the System. You acknowledge and agree that you are responsible for learning how to properly use your mobile access device and the Service before actually doing so in accordance with these instructions, including any modifications that we may perform to the Service from time to time. You agree not to use the Service or the information or content outside of these instruction parameters or in any manner whatsoever. Please contact us at **(800) 807-1666** with any questions you have regarding the use of the Service.

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

Operational Availability. We use commercially reasonable efforts to ensure the Mobile Banking Service is available 24 hours a day, seven days a week. However, we cannot guarantee that the Service will be available at all times due to scheduled maintenance or circumstances beyond our control, including outages that affect Internet availability. We will use appropriate measures to reestablish the Service during such outages, and scheduled maintenance will be performed during non-peak hours. Transactions initiated through the Service before **3:00 PM** on a business day will be processed or posted the same day. Transactions completed after **3:00 PM** or on a non-business day will be processed or posted on the next business day. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers, bill payments, or other transactions from your accounts in order to avoid overdrafts.

Unauthorized Access or Lost or Stolen Mobile Access Device. Please contact us immediately at **(800) 807-1666** if you believe you are the victim of unauthorized access to your accounts or experience a lost or stolen mobile access device.

Disclaimer of Warranty and Limitation of Liability. We do not guarantee that your mobile access device and/or mobile access device provider will be compatible with the Mobile Banking Service, and the Service may not be accessible over some network carriers and may not be supported for all mobile access devices. You are solely responsible for the safe operation and maintenance of your mobile access device. We are not responsible for the availability of data services, any errors, omissions or other issues such as data outages or out of range situations related to the use of your mobile access device or services provided by your mobile access device provider, including any related fees associated with the purchase and use of your mobile access device, services provided by your mobile access device provider, or any other third party. You understand and agree that when you use the Service, you remain subject to the terms and conditions of all your existing agreements with us and our affiliates, including the terms and conditions of any other agreements with any unaffiliated service providers, including but not limited to, your mobile service provider. This Agreement does not amend or supersede any of those agreements, and you are solely responsible for resolving any issues or problems directly with your mobile device access provider or any other third party without involving us.

You acknowledge and agree that any mobile access device is susceptible to viruses, spyware, worms, malware, Trojan horses and other unauthorized programs or software (the "Viruses"). You are solely responsible for taking appropriate measures to adequately protect your mobile access device from such harm of Viruses which may result in lost or stolen data, damage to programs, files or graphics, the inoperability of your mobile access device, or other incidents or issues. We are not responsible or liable for any direct, incidental, special or consequential damage as a result from such Viruses detected or present on your mobile access device, nor from any incident or circumstance in which sensitive and/or confidential information is accessed from the Service in an unauthorized manner by a third party due to such Viruses at any point or from any source.

Use of the Mobile Banking Service is limited to service area locations within the United States, and we make no representations that the Service will be available for use outside of this service area. Accessing the Service from locations outside of the United States is at your own risk.

Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of the Service provided under this Agreement or by reason of your use of or access to the Service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event, unless specifically stated otherwise in this Agreement, shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the Service.

Service Fees and Additional Charges. You agree to pay the fees and charges for your use of the System and its Service(s) as we have established and may amend from time to time. These fees and charges will be in addition to any charges associated with the account you maintain with the Bank. Our schedule of fees for the System and its Service(s) is set forth in the Bank's Schedule of Fees. You agree that all such fees and charges will be deducted from the Bank checking account designated in this Agreement. If you close your account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System and the Service(s).

L. Overdrafts (Order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:



1. Electronic funds transfers involving currency disbursements, such as ATM withdrawals, will have priority;
2. Electronic fund transfers initiated through the System which would result in an overdraft of your account may, at our discretion, be cancelled; and
3. In the event the electronic fund transfers initiated through the System which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

M. Business Days

For purposes of this Agreement, our business days are Monday through Friday, excluding Federal Reserve holidays.

N. Contact in Event of Unauthorized Transfers

If you believe that your Sign-On ID, Password or Authentication Method has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us immediately at **(800) 807-1666**, send us a Secure Message, or write to us at:

**Attn: CUSTOMER SERVICE DEPARTMENT  
605 WILLOWBROOK LANE  
WEST CHESTER, PA 19382-5554**

O. Limitations on Transfers

We reserve the right to limit the types and number of accounts eligible for the Services, including the right to refuse to make any transactions you request through the Services. In addition to the limitations elsewhere described in this Agreement, there are frequency limits that apply when transferring funds from a money market account. Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including transfers you request using the Services - from this type of an account. You may make a maximum of six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month, to another account (including a transaction account) of yours at the Bank or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by the depositor and payable to third parties. If you exceed these limits, we may close the account, impose a fee and/or change the account to a non-interest bearing demand deposit account. Each transfer or payment you request through the Services from these types of accounts is counted as one of the six or three limited transfers you are permitted each monthly cycle. However, payments to your loans at the Bank are not counted toward this limit. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. 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 being held until the hold expires.

P. Confidentiality

We will disclose information to third parties about your account or the checks you deposit:

1. When it is necessary for completing transactions, or;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or;
3. To a consumer reporting agency for research purposes only;
4. In order to comply with a governmental agency or court orders, or;
5. If you give us written permission.

Q. Additional Disclosures

In addition to the above paragraph regarding confidentiality, you understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the System. You agree and hereby authorize all of these transfers of information.

R. Communications

Sending a Secure Message through the Service is one way to communicate with us. Secure Messaging is accessible after you sign on with your Password and Authentication Method to a session of Stonebridge Bank Internet or Mobile Services. However, you agree and acknowledge that general e-mail (for example, name@stonebridgebank.com) is not a secure method of communication. You should not send an electronic mail message if you need to communicate with us immediately. Do not use e-mail to send banking instructions or to request Services provided through the System. You agree not to send an e-mail or text message while driving, or in any other manner that could be considered illegal.





Do not send account, transaction or confidential information via e-mail. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from e-mail. Also, if you send us an e-mail, it will be deemed to have been received on the following business day. The Bank will have reasonable time to act on your e-mail. We are not required to act on any e-mail received and we are not responsible for misdirected or lost e-mails. At no time will we ask you for confidential information by e-mail.

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

1. Secure Messaging. You can contact us by Secure Messaging after you sign on with your password to a session of Stonebridge Bank's Internet or Mobile Services.
2. Telephone. You can contact us by telephone at **(800) 807-1666**.
3. Facsimile. You can contact us by fax at **(888) 984-8225**.
4. Postal Mail. You can write to us at:

**Attn: CUSTOMER SERVICE DEPARTMENT  
605 WILLOWBROOK LANE  
WEST CHESTER, PA 19382-5554**

5. In Person. You may visit us in person at any one of our locations.

You acknowledge and agree that as an authorized user of the System, all information provided to us from you in connection with your use of the Services is current, complete and accurate. In addition, you agree that we may send you e-mails, text messages, and or by any other methods, of communications relating to the Services (with an opportunity to opt-out).

S. Periodic Statements

Your transactions involving transfers to or from your deposit accounts will be reflected on your monthly account statement. On a monthly basis the Bank will either mail you a statement for your Checking or Money Market accounts or have the statement available to you through Stonebridge Bank's website, depending on whichever method you chose to receive it. You also have an option to have an email alert sent to your email address when your statement is available on the website. In order to access statements you must log in to our Website using your Sign-On ID, Password and Authentication Method. Once you are logged in, click on Register and at the top of that page there is a link labeled "e-Statements". You may use the System to view activity in your account as indicated through the website or through a Mobile Banking Service. You agree to notify us of any changes to your name, address, phone numbers and email addresses. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change.

T. Consent to Electronic Delivery of Notices

In accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), you agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System website, by Secure Message, e-mail, text message, or by any other electronic means. You must provide us with your electronic address for such disclosures and notices during the enrollment period, and you agree to notify us immediately of any change in your electronic address by providing it through the System or Service. All disclosures and notices provided by us are deemed to be given and received by you immediately upon being sent to you by Secure Messaging or your electronic address, including those that may appear in your account statement from time to time. We are not required or obligated to provide any disclosure or notice to you by regular mail or by any other means other than electronically unless specifically required by law. If you withdraw your right for us to provide you with electronic delivery of such disclosures and notices we may terminate your access to the Online Banking System. Your computer or mobile access device must have the ability to save such disclosures and notices or print them which were sent to you electronically from us. You may also request a paper copy of an electronic disclosure or notice at no charge by contacting us at **(800) 807-1666**.

U. Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, the existence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the program used by or furnished to the Bank or to you by licensor or others, in connection with the System or Service(s) provided to you under this Agreement. Without limiting the generality of the foregoing, the Bank makes no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. You assume the entire risk as to the quality and performance of the System, the suitability of the Service, and with respect to any documentation. This paragraph shall survive the termination of this Agreement by either account holder or the Bank, and also limits the liability of any agent, employee or affiliate of the Bank. We do not and cannot warrant that the System will operate without errors, or that any or all Service(s) will be available and operational at all times.

Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event, unless specifically stated otherwise in this Agreement, shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System.



V. Severability

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

W. Headings

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

X. Waiver

Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

Y. Assignment

You may not assign this Agreement. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you. This Agreement is binding upon your heirs and the Bank's successors and assigns.

Z. Entire Agreement

This Agreement constitutes the entire agreement between you and the Bank with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in this Agreement.

AA. Change in Terms

The Bank may from time to time and any time amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement with or without notice unless prohibited by applicable law. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by account holder or the Bank at the time this Agreement is entered. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, you agree that we may notify you of the change in terms by mail, Secure Messaging, or by posting a notice on our website. Further you agree that your continued use of the Services constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the account or discontinue the System to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

BB. Termination

We reserve the right to terminate this Agreement or limit your use of the System at any time and for any reason at our discretion reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Service(s) without prior notice include, but are not limited to:

1. If you breach this or any other agreement we may have with you;
2. If we have reason to believe that there has been or may be an unauthorized use of your Sign-On ID, Password and Authentication Method or account(s);
3. If there is conflicting claims as to the funds in any of your account(s);
4. If you request us to do so;
5. If you have insufficient funds in any one of your Bank accounts.

You may cancel your System access or access to certain Service(s) at any time by calling us at **(800) 807-1666**, sending us a Secure Message, or by writing to us at:

**Attn: CUSTOMER SERVICE DEPARTMENT  
605 WILLOWBROOK LANE  
WEST CHESTER, PA 19382-5554**

Your access to the System or Service(s) will be suspended by the next business day of our receipt of your instructions to cancel the System or Service(s). Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the System or Service(s) and does not terminate your other relationships with us.

CC. Dispute Resolution

Any claim, dispute or controversy arising from or relating to your use of the Service, the terms and conditions set forth in this Agreement, or the validity, enforceability or scope of the dispute resolution provision set forth in this Agreement (the "Dispute"), will be resolved, upon the election of you or us, by binding arbitration under this arbitration provision and the Commercial Arbitration Rules (the "Arbitration Rules")



administered by the American Arbitration Association (“AAA”), and any amendment of them, in the form in effect at the time a Dispute is filed. A party who has asserted a Dispute in a lawsuit in court may elect arbitration with respect to any Dispute(s) subsequently asserted in that lawsuit by any other party or parties. Any participatory arbitration hearing (other than telephonic hearings) will be held in Pennsylvania, unless both parties agree otherwise. If you would like to obtain a copy of the Arbitration Rules and filing forms, you may contact the AAA by calling 1-800-778-7879. The Arbitration Rules and filing forms can also be obtained from the AAA website at <http://www.adr.org>. All Disputes shall be filed at an AAA office. If the applicable Arbitration Rules are modified, superseded, or replaced, an equivalent set of rules of AAA will govern the arbitration. If for any reason AAA is unable or unwilling or ceases to serve as arbitration administrator, we will substitute an equivalent national arbitration organization utilizing a similar code or procedure. There shall be no authority for any Disputes to be arbitrated on a class action basis. Further, arbitration can only decide our or your Dispute and may not consolidate or join the claims of other persons who may have similar claims. The arbitrator will decide whether you or we will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with the applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. Both parties fully understand and agree that they will not have a right to litigate any Dispute in any court if either party chooses to have the Dispute resolved by binding arbitration. Further, in agreeing to arbitrate all Disputes you are waiving your right to a jury trial. This arbitration provision and the exercise of any of the rights you and we have under it do not prohibit you or us from exercising any lawful rights either of us has to use other remedies available preserve, foreclose or obtain possession of real or personal property, exercise self help remedies, including any setoff rights which we may have. This arbitration provision relates to a transaction involving interstate commerce, and is governed by the Federal Arbitration Act (“FAA”). The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations and shall honor claims or privileges recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision will survive termination of your use of the Service. Either of us may bring an action to compel arbitration of any Dispute and/or stay the litigation in any court having jurisdiction; such motion may be brought at any time in a lawsuit in court, until the entry of a final judgment. If any portion of this arbitration provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this arbitration provision.

#### DD. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania and this Agreement. It shall be the responsibility of you and your authorized representatives that transactions processed through the System comply with all local, state, and federal laws, rules and regulations, including but not limited to, sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement and as amended from time to time. It shall further be the responsibility of you and your authorized representatives to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.)

#### EE. License and Intellectual Property

1. License. The Bank, subject to the terms and conditions of this Agreement, hereby grants you a non-exclusive, non-transferable license to:
  - A. Use the System for those portions of the Service(s) selected by you, solely for your own business operations, in accordance with the terms of this Agreement;
  - B. Copy and use the System and Service(s) support documentation to support your authorized use of the System; and
  - C. Copy any System or Service actually delivered to you solely for archival or backup purposes.
2. Protection and Security of System and Support Documentation. You agree to establish and maintain reasonable:
  - A. Precautions and use commercially reasonable efforts to protect the confidentiality and security of the System and Support Documentation;
  - B. Measures to protect the System and the Support Documentation from unauthorized copying, dissemination, disclosure or other unauthorized use; and
  - C. Provisions to maintain a complete and accurate list of all locations where you use the System, and make such list available to the Bank upon the Bank's request.

In addition, you agree not to at any time either directly or indirectly:

- A. Copy or use the System or Support Documentation except as expressly authorized by this Agreement;
- B. Sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make the System available to others;
- C. Use the System or Support Documentation for third party training, commercial time sharing or service bureau use;
- D. Alter, change, modify or otherwise create derivative works of the System or Support Documentation; and
- E. Reverse engineer, disassemble or decompile the System, except to the extent expressly permitted by applicable law.

If you or any third party take such action the Bank shall have the right to immediately terminate this Agreement and/or the license to the System upon notice to you.



3. **Ownership.** You acknowledge and agree that all rights, title and interest in and to the System and the Support Documentation, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the System and the Support Documentation are:
  - A. Owned exclusively by the Bank and its licensors;
  - B. Represented or contain valuable rights of the Bank and its licensors; and
  - C. Protected under United States patent, copyright, trademark and trade secret laws of general applicability.

No other license or interest in the System or Support Documentation, either express or implied, is granted under this Agreement other than the license set forth in this Agreement.

In addition, you agree not to at any time either directly or indirectly:

- A. Put to issue the scope, validity or ownership of the Bank's (or its licensors') intellectual property rights in the System and Support Documentation;
- B. Perform any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights;
- C. Assert any ownership rights to the System or Support Documentation; or
- D. Remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the System, Support Documentation or any packaging, and shall include any copy of the System or Support Documentation any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.

You acknowledge and agree that this Agreement does not grant or convey to you an interest in or to the System or Support Documentation, or any right, title, interest or license in or to any trademark of the Bank or its licensors but only a limited right of use (revocable in accordance with the terms hereof).

You hereby assign to the Bank and/or its licensors, as directed by the Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which you may now have or may acquire at any time in the future to the System or the intellectual property rights to the System, and any other computer or mobile access device code using any of the System.

You agree to:

- A. Cooperate with the Bank and its licensors to protect the System, including in connection with any lawsuits or disputes involving the System;
  - B. Promptly notify the Bank and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the System; and
  - C. In the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the System by others:
    - Grant to the Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding; and
    - Agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.
4. **Termination.** You acknowledge and agree that the license to the System and Support Documentation will terminate upon the termination of this Agreement, or the termination of the Bank's license to the System and Support Documentation.
  5. **Limitation on Liability.** The Bank's Licensors shall have no liability of any nature to you, or any third party, for damages, liabilities or claims, whether in contract, tort for negligence, infringement or otherwise, including without limitation damages, liabilities or claims arising from or under this Agreement, error in the System, or for any injury, damage or loss resulting from such error, or from any use of the System. Notwithstanding the generality of the foregoing, in no event will such licensors be liable for any consequential, indirect, incidental, special or punitive damages, or any lost profits or loss of any opportunity or good will, even if such licensors have been advised of the possibility of such.
  6. **Compliance with Law.** You shall not export, re-export or otherwise transfer, directly or indirectly, the System or any portion thereof to any location outside the United States without first complying with all applicable foreign and United States federal, state and local laws, rules, regulations or controls (including without limitation those regarding import, export, marketing, distribution or use of software programs).



7. **Assignment.** You may not assign the license granted hereunder to any party whatsoever, except in connection with an assignment of the entire Agreement, subject to the terms of the Agreement. Any attempted assignment of the license in violation of this provision shall be void.
8. **Further Assurances.** You agree to, at your expense, promptly execute and deliver such further documents and take any and all other actions reasonably requested by the Bank from time to time, for the purpose of fully effectuating the intent and purposes of this Agreement, and to protect the interests of the Bank, its licensors, and their respective successors and assignees.
9. **Injunctive Relief.** You acknowledge that violation of your commitment regarding the security and use of the System may cause irreparable injury to the Bank and/or its licensors, and agree that the Bank be entitled to seek and obtain temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.
10. **Survival.** You agree that the provisions of this section of the Agreement survive termination of the license granted hereunder and the termination of this Agreement.

FF. **Website Links**

Our website, System or Service(s) may contain links to other websites, and they are solely provided to you as an additional convenience. You understand and acknowledge that by clicking or activating such links you will leave our website and go to the other website, and that we do not screen, review, approve, or otherwise endorse any content or information contained in these linked websites. You acknowledge and agree that we, our affiliates and partners are not responsible for the contents of any of these linked websites, including the accuracy or availability of information provided by the linked websites, and we make no representations or warranties regarding your use of the linked websites.

II. **Terms and Conditions for Consumers Only**

Section II applies only to Consumer and Consumer Transactions.

A. **Liability for Unauthorized Use**

Tell us AT ONCE if you believe that your Sign-On ID, Password or Authentication Method has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit if you have one).

If you tell us within two business days, you can lose no more than \$50.00 if someone used your Sign-On ID, Password and Authentication Method without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Sign-On ID, Password and Authentication Method, and we can prove that we could have stopped someone from using the Sign-On ID, Password and Authentication Method without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

B. **Error Resolution**

Telephone us at **(800) 807-1666** or write to us at:

**Attn: CUSTOMER SERVICE DEPARTMENT  
605 WILLOWBROOK LANE  
WEST CHESTER, PA 19382-5554**

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account





within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

C. Financial Institution's Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. For instance, we will not be liable:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line (if any).
3. If the System wasn't working properly, and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. If there are other exceptions stated in our agreement with you.

D. Service Fees and Additional Charges

You agree to pay the fees and charges for your use of the System and its Service(s) as we have established and may amend from time to time. These fees and charges will be in addition to any charges associated with the account you maintain with the Bank. Our schedule of fees for the System and its Service(s) is set forth in the Bank's Schedule of Fees. You agree that all such fees and charges will be deducted from the Bank checking account designated in this Agreement. If you close your account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System and the Service(s).

III. Terms and Conditions for Non-Consumers Only

Section III applies only to non-consumers and non-consumer transactions.

A. Services

In addition to the Services listed in Section I, Item G. above, you may also use the Services to:

1. Scan checks and make deposits into your accounts;
2. Initiate domestic and international wire transfers;
3. Initiate ACH entries; and
4. Access Loans and Lines of Credit (View, Advances, and Draws).

B. Bill Payment

You agree that that terms and conditions for the Bill Payment Service as described in Section I., Item J., under "Terms and Conditions for Both Consumers and Non-Consumers", applies to non-consumer Bill Payments.

C. Remote Deposit

The Remote Deposit Service ("Service") allows you to operate an image scanner device specified by the Bank to scan paper checks to create an image cash letter file to send to the Bank through the System. You will enter into a separate agreement with the Bank for this Service. Please call our Cash Management Department at **(800) 807-1666** to apply for this Service.

D. Wire Transfer

The Wire Transfer Service ("Service") allows you to initiate domestic and international wire transfers. You will enter into a separate agreement with the Bank for this Service. Please call our Cash Management Department at **(800) 807-1666** to apply for this Service.

E. Automated Clearing House (ACH)

The Automated Clearing House Service ("Service") allows you to initiate ACH entries. You will enter into a separate agreement with the Bank for this Service. Please call our Cash Management Department at **(800) 807-1666** to apply for this Service.

F. Loan and Line of Credit Views, Advances, and Draws

Stonebridge Bank's Online Banking System allows access to loan and line of credit accounts. Depending on your loan agreement with us, you may have the ability to view, transfer, or withdraw funds from your loan or line of credit through the System. By directing us, through the



use of the System, the Service used in conjunction with your Sign-On ID, Password and Authentication Method, you authorize the Bank to complete the transaction. Any requests or instructions we receive from you through the System using your Sign-On ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, transfers, withdrawals, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide us through the System using your Sign-On ID, Password and Authentication Method.

G. Responsibility for Administrators

The System requires you to designate at least one Administrator. Administrator access is given to an owner, who also must be a signer on the account. An Administrator is able to grant access to others. The Administrator will be responsible for maintaining your System settings and user security. Access to your accounts through the System will be based upon the identification of users and authority levels specified by you.

The System will allow the Administrator to establish authority levels to help you manage additional users, and access optional services such as Bill Payment, ACH origination, and Wire Transfer capability. The levels are used to specify who can access specific accounts, what dollar amounts individuals are authorized to handle, and what functions an individual can access within an account. It has a hierarchical structure that gives an Administrator access to all functions. The Administrator is then responsible for setting up other users within the Company. You can use the System seven days a week, twenty-four hours a day, although some or all System options may not be available occasionally due to emergency or scheduled system maintenance. We will attempt to post notice of any extended periods of non-availability through the System or website screens.

The Administrator is responsible for assigning all persons ("Authorized Users") with a Sign-On ID, Password and Authentication Method and who will be an Authorized User and what (if any) limitations (including what level of activity is appropriate for each account). Such limitations include, but are not limited to, determining which Authorized Users have access to Bill Payment, ACH, and wire services, determining which accounts an Authorized User can access and determining dollar limitations for each type of Service that an Authorized User can access via the System. The Administrator is also responsible for changing and maintaining the Sign-On IDs and Passwords, changing account names, and modifying display options. Further, the Administrator is responsible for the ability to add, change or delete Authorized Users; add, change or delete access to accounts; and reset Sign-On IDs and Passwords for Authorized Users. Finally, the Administrator will have full access to your accounts at the Bank, as well as any new accounts you may open in the future which are designated to be accessed via the System, including the ability to initiate transfers and add, change or delete stop payment requests.

The Bank will not control or oversee the Administrator function. If you accept the Administrator function, you agree to this and all action taken by the Administrator, and all such persons are your agent for purposes of use of the System or the Services. You further agree to assume all risks associated with providing Sign-On IDs, Passwords and Authentication Methods to your agents, representatives, employees or officers, and to limit the number of Sign-On IDs, Passwords and Authentication Methods issued to only those who have a specific need to use the Service. You must establish authorization parameters and/or limits for each person you authorize to use the Service on your behalf.

H. Responsibility for Access Codes and Instructions in Your Name

The Sign-On ID, Password and Authentication Method are security procedures. You agree that we may use the security procedures to verify the authenticity of requests for a transfer, ACH, or wire transaction, or any other payment order (collectively a "communication") in your name that are received by us. If we verify the authenticity of an instruction using the security procedure, we may rely on and you will be obligated on the instruction, whether or not the instruction was authorized by you. Also, if an instruction was authorized by you, you will be obligated on the instruction even if we did not verify its authenticity using the security procedures and even if the security procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error.

You agree to consider the size, type and frequency of transfers, payment orders or other money transactions or instructions you use the Services to accomplish. You will consider the risks presented by the possibility of unauthorized access to these Services and your obligation on instructions even though they are unauthorized. You should choose security procedures that are commercially reasonable for you, after considering these risks. Once you have chosen the security procedures, you agree and acknowledge that they are commercially reasonable for you and that you will be bound by instructions in your name as set forth above.

You are responsible for the input and verification of all information onto the System. The Bank shall have no responsibility to determine the accuracy of such information. Should there be any conflict between account number and account name, the account number shall prevail. The Bank shall be entitled to rely upon any instruction via the Service reasonably believed by the Bank to have been input by you or your authorized users if the instruction was authenticated by the security procedure of Sign-On ID, Password and Authentication Method or any security procedure chosen by you.

I. Obligations to Review Security Procedures

You agree to take appropriate steps to ensure that all Sign-On IDs, Passwords and Authentication Methods and any other applicable security procedure issued to your agents, representatives, employees or officers are protected and kept confidential. In your Company's review of the Service, including those aspects of the Service pertaining to the issuance, use, and protection of Sign-On IDs, Passwords and Authentication Methods and security procedures, You agree to notify the Bank in the event your Company's use of the Service would necessitate or be better served by a level of security that exceeds that offered by the Service. If your Company fails to notify the Bank, your Company acknowledges and agrees that the security aspects of the Service are appropriate for its needs and will provide your Company with a commercially reasonable degree of security against unauthorized use.

J. Security Interest in Accounts and Settlement Reserve



You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to **90 days** following the expiration of any return or chargeback rights regarding any request or ACH entry processed by you using the System or, if later, until any other claims to such funds have expired.

You may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by the Bank. You acknowledge and agree that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of your obligations under this Agreement. You authorized the Bank to immediately replenish the Settlement Reserve to an amount to be determined by the Bank via an ACH debit to your account or by a direct deposit to the Settlement Reserve if your Settlement Reserve falls below the required amount. You grant the Bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by you under this Agreement without notice or demand to you. Your obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all of your obligations under this Agreement have been fully offset. The Bank's security interest shall continue until all of your obligations under this Agreement have been fully offset.

K. Company's Representations and Warranties

Company represents and warrants to Bank as follows:

1. Company has all requisite power and authority to enter into this Agreement. The entering of the Agreement, and execution of the corresponding application incorporating the same, has been duly and validly authorized by all necessary action. Further, the individual or individuals who execute the application for the services contemplated under the Agreement on Company's behalf is each duly authorized by Company to do so;
2. Any transaction contemplated hereby will not be in violation of state or federal law; and
3. All formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions and any record keeping requirements with respect thereto.

L. Liability, Limitations of Liability and Indemnification

The Bank agrees to be responsible only for performing the Services expressly provided for in this Agreement and shall be responsible only for its actions or inactions for which the Bank has engaged in gross negligence or willful misconduct in performing those Services. The Bank will not be responsible for Company's acts or omissions and none of Company's employees or agents shall be considered agents of the Bank. Company agrees to defend, indemnify and hold the Bank harmless against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of (i) any claim of any person that is responsible for any act or omission by your Company or your Company's employees or agents; (ii) any claims against the Bank from a third party resulting directly or indirectly under this Agreement where the Bank has acted in accordance with your Company's instructions and/or within the terms of this Agreement; (iii) your Company's negligence or breach of this Agreement, (iv) your Company's failure to provide the appropriate information for an instruction via the Service, (v) your Company's failure to provide and maintain accurate information with us; and (vi) any breach by your Company of any representation or agreements made pursuant to or in this Agreement.

Your Company understands and agrees that the Bank's liability and your Company's sole and exclusive remedy for claims in connection with or arising out of this Agreement for any cause whatsoever and regardless of the form of action shall be limited to actual, direct damages for losses resulting from the Bank's gross negligence or willful misconduct. In no event shall the Bank be liable for special, consequential, incidental, exemplary or similar damages including, but not limited to, lost profits or lost savings, even if the Bank was advised of the possibility thereof.

Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting (i) if any legal constraint or circumstances beyond the Bank's control caused such failure or delay; (ii) if, through no fault of ours, you do not have enough money in your account to make a transfer or complete an instruction; (iii) if your transfer or instruction would go over the credit limit on your account (if any); (iv) if the System wasn't working properly, and you knew about the breakdown when you started the transfer or instruction; or (v) if there are other exceptions stated in our agreement with you.

The Bank may, in its sole discretion, reject any transfer request if there are insufficient available collected balances in your authorized account(s) as specified on the instruction or transfer:

1. Is not authenticated to the Bank's satisfaction or which the Bank, in good faith, believes may not be authorized by you;
2. Contains incorrect, incomplete or ambiguous information; or
3. Involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal. The Bank shall incur no liability for any loss to you or to any third person occasioned by the Bank's refusal to make such transfer or comply with such instruction.

Nothing contained in this Agreement shall be deemed to relieve your Company of any liability, duty or obligation which may be imposed upon your Company by any federal, state or municipal laws, including without limitation, laws requiring your Company to maintain records regarding your Company's business or employees or to withhold taxes or other deductions.

M. Credit and Audit Review



You are subject to satisfactory credit and audit review by the Bank from time to time, at the Bank's sole option and discretion, and in accordance with the Bank's established credit and auditing criteria. You shall, upon the Bank's request, provide to the Bank any such credit and audit related information and assistance as the Bank may require to perform any such review. Your failure to meet such standards in the sole discretion of the Bank or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit the Bank to terminate this Agreement and your access to the System and the Services therein.

N. Service Fees and Additional Charges

You agree to pay the fees and charges for your use of the System and its Service(s) as we have established and may amend from time to time. These fees and charges will be in addition to any charges associated with the account you maintain with the Bank. Our schedule of fees for the System and its Service(s) is set forth in the Bank's Schedule of Fees. You agree that all such fees and charges will be deducted from the Bank checking account designated in this Agreement. If you close your account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System and the Service(s).