

Business Online Banking Agreement and Disclosure

This Business Online Banking Agreement and Disclosure (“the Agreement”) explains the terms and conditions governing the Business Online Banking services and bill pay services offered by Pennian Bank (“the Bank”). All internet banking services of any kind whatsoever offered or afforded by the Bank (including, but not limited to funds transfers, bill pay services, ACH origination, wire transfers and Remote Deposit Capture) will be referred to collectively as “Business Online Banking Services” in the Agreement. By using any of the Business Online Banking Services, you agree to abide by the terms and conditions of this Agreement and authorize the Bank to use any of your accounts to execute and settle transactions (and/or the associated fees) initiated by you using the Business Online Banking Services.

All Business Online Banking Services are governed by this Agreement, all applicable federal regulatory disclosures, and the Deposit Account Terms and Conditions. All applicable fee schedules published by the Bank from time to time will apply to the Business Online Banking Services.

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

Business Days

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

Disclosure of Charges

You agree to pay our fees and charges for your use of Business Online Banking, as set by us from time-to-time. You agree that fees and charges may be deducted from any of the Accounts maintained by us for you or any other accounts of yours. You agree to pay any additional charges for services you request from us which are not covered by this Agreement. You are also responsible for telephone, internet service and any other third party fees you incur in connection with your use of Business Online Banking and the Services. We may modify any fees or charges at any time and from time-to-time. We will provide you with notice of any changed fees or charges, normally in advance of the effective date of the change. Our current fees and charges are available at any of our branches or can be obtained by calling 717-436-2144 during regular banking hours.

Record of Transactions

Your business will receive a monthly account statement showing all electronic deposits and withdrawals, or other transfers occurring during the statement cycle.

Business Online Banking Services

If you enroll in our Business Online Banking Service, each user will be assigned an access ID and temporary password which must be changed upon initial access. Your initial use through any assigned user of any Business Online Banking Service in connection with your account at the Bank constitutes your receipt, acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Account Terms and Conditions. You may use this Service to do the following:

- a. Verify balances of all account for which you are an owner or a signer
- b. View current and previous account activity
- c. Transfer funds between accounts for which you are an owner or a signer
- d. Retrieve Check Images (front and back)
- e. Retrieve Copies of Past Statements
- f. Gain access to the Bill Pay Service
- g. Originate direct deposit of payroll for your employees or automated monthly debits.
- h. Request Wire Transfers
- i. Scan and deposit checks to your accounts

In the following paragraphs, “You/your” will refer to the business owner and any designated users for Business Online Banking.

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

You agree that if you give your password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your password will have access to your accounts. You agree to notify the Bank immediately in the event your password is lost or stolen or is otherwise compromised. At any time, you may ask the Bank to disable your password.

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

Limitations on Frequency and Dollar Amount of Transactions

Number of transactions per month – Money Market and Statement Savings accounts are limited to six (6) transfers of funds per month. The Depositor understands that if the permitted six (6) are exceeded, this agreement may be terminated.

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

In Case of Errors or Questions About Your Electronic Transfers

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

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

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

Bank's Liability for Failure to Complete an Electronic Funds Transfer

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 losses and damages.

However, there are some exceptions. We will NOT be liable for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer
- b. If the funds in your account are uncollected or unavailable
- c. If the transaction you request would exceed the funds in your account plus any available overdraft credit
- d. If the funds in your account are subject to legal process
- e. If we have reason to believe that the transaction requested is unauthorized
- f. If failure to transfer was due to circumstances beyond our control, such as fire or flood

Disclosure of Information to Third Parties

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

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

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

By completing and signing the Business Online Banking Application, you agree to all terms and conditions of the Business Online Banking Agreement and any subsequent amendments. The Bank has the right to modify or terminate this Agreement or the Deposit Account Terms and Conditions at any time. Once this Agreement is terminated, the Bank will not allow any additional transactions on the account, nor will additional Business Online Banking Services be permitted.