



## **AmericanBank Online & Mobile Consumer Access Agreement** (Online, Bill Pay, Popmoney, A2A & Mobile)

This *AmericanBank Online and Mobile Consumer Access Agreement* (“Access Agreement”) provides the terms and conditions governing the use of *AmericanBank Online Service* (“*Online Service*”), an internet-based banking system, and *AmericanBank Mobile* (“*Mobile Service*”), a mobile banking system, both offered by American Bank (the “Bank,” “we,” “us,” and “our”). By clicking the “Agree” button, as well as each time you use the *Bank’s Online and Mobile Services*, you accept and agree to abide by the terms and conditions of this Access Agreement (as amended from time to time), including the terms, conditions, agreements, fee schedules and disclosures applicable to our *Online and Mobile Services*, which are provided on our website, AMBK.com, and acknowledge your receipt of this Access Agreement and understanding of its terms.

**I. Definitions.** As used throughout this Access Agreement, the following terms have the meanings assigned to them:

“Account” means a personal checking, savings, money market, certificate of deposit or loan account that you, as a natural person, have with us primarily for personal, family or household purposes.

“Activated Account” means, individually and collectively, any and all Accounts that you have with us that are enrolled in the *Online Service* and the *Mobile Service*. You agree not to use any personally identifiable information when creating nicknames for your Account(s).

“Account Access” means your ability to access (i) those products and services described in Section II.B of this Access Agreement through the *Online Service*; and (ii) those products and services described in Section IV.E of this Access Agreement through the *Mobile Service*.

“Account Agreement” means this Access Agreement and all other agreements between you and us that govern the use of your Activated Account, including any deposit account agreement, any funds availability agreement, electronic fund transfer agreement or disclosure, line of credit agreement, credit card agreement, our schedule of fees and charges, and any agreement specifically covering any of the products and services accessible through our *Online Service* or our *Mobile Service*.

“Biometric Identifier” means a distinctive and measurable human characteristic that can be used to label and describe any individual. A biometric identifier includes, but is not limited to, fingerprint, face, voice, iris, retina and handwritten signature – as long as the identifier is unique for the individual.

“Business days” means Monday through Friday, excluding Saturday, Sunday, and Federal holidays.

“Calendar days” means Monday through Friday, including Saturday, Sunday, and Federal holidays.

“Electronic” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

“Eligible Mobile Device” means a device described in Section III.C of this Access Agreement.

“*AmericanBank Mobile Service*” or “*Mobile Service*” means our mobile banking online service that we make available to you pursuant to this Access Agreement, including the services listed in Section III.E of this Access Agreement, together with any other services that we may offer to you from time to time through the *AmericanBank Mobile Service*.

“*AmericanBank Online Service*” or “*Online Service*” means our internet banking service that we make available to you pursuant to this Access Agreement, including the services listed in Section II.B of this Access Agreement, together with any other services that we may offer to you from time to time through the *AmericanBank Online Service*.

“Message” means after you sign on to *AmericanBank Online* that you can send us a message securely through the ‘Secure Messages’ function.

"*Online and Mobile Services*" means, collectively, the Bank's *Online Service* and *Mobile Service*.

"Personal Identification Number" or "PIN" means, individually and collectively, the confidential Sign-On ID and a unique Password assigned to you by us or selected by you for identification purposes in connection with the use of our *Online Service*.

"You" and "your" mean each owner on an account enrolled under this Access Agreement.

"We," "us," "our," "*AmericanBank Online*," "*AmericanBank Mobile*," "*Online Service*," "*Mobile Service*" and "Bank" mean American Bank.

## II. **American Bank Online Service**

By providing us with a telephone number (including a wireless/cellular or mobile telephone number) and/or email address, you consent to receiving calls from us and our Service Providers at that number and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates and agents. You further consent to receiving text messages from us at that number, and/or emails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

### A. **Criteria for Establishing the Online Service.**

- 1. Eligibility.** In order to activate the *Online Service*, you must have at least one Account with us. We will provide a form of application to enable a customer to register for the use of the *Online Service*. You must complete and submit such application in a form and manner satisfactory to us. Upon acceptance of your application, you will be able to use our *Online Service*. For joint accounts, each person must register individually to use our *Online Service*. Each person on a joint account will be liable for all transactions that are made on that account by all other joint holders of the account. Alternatively, we may establish other secure procedures for enrollment in and/or access to the *Online Service*, or any portions of the *Online Service*, and for authorization of any transactions in your Activated Account. We reserve the right to terminate your registration at any time.
- 2. Access.** The *Online Service* is generally accessible 24-hours a day, seven (7) days a week, except that the *Online Service* may be inaccessible for system maintenance. We are not liable under this Access Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We reserve the right to restrict and/or deny online banking access privileges at any time and/or to restrict online banking access within any country outside of the United States or any high risk or unknown IP address, regardless of location, or if we are suspicious of any online behavior. Finally, we may modify, suspend, or terminate access to the *Online Service* at any time and for any reason without notice or refund of any fees that you have paid.
- 3. Linking Your Accounts.** Upon satisfactory enrollment, your existing personal Accounts will be linked and accessible through the *Online Service*. At our option, we may also add future personal Accounts or you may contact Customer Service by phone or send us a Message through the Service to request that we add an account.
- 4. Equipment Requirements.** To use the *Online Service*, you need certain software, a computer, an Internet Service Provider (ISP), a broadband connection and Browser software which supports 128-bit encryption, Transport Layered Security (TLS) 1.1 or higher. For the best results, we recommend you utilize the most current version of the following browsers: Google Chrome, Mozilla Firefox, Safari, Microsoft Internet Explorer or Microsoft Edge. In this Access Agreement, the computer and the software are collectively referred to as your "computer". You are solely responsible for the selection, installation, maintenance and operation of your computer. Your computer must be compatible with our operations in order to access your Accounts or to use our other services that may be available now or in the future. We are not responsible for any errors or failures from any malfunction of your computer or any virus or other problems related to the use of the *Online Service*. We encourage you to scan your computer routinely using a reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, file and hardware.
- 5. Relation to Other Agreements.** Your use of the *Online Service* may also be affected by the agreements between you and us for your Activated Account. When your Account is linked to the *Online Service*, you do not

change the agreements you already have with us for your Activated Account. For example, if your deposit account is linked to the *Online Service*, the terms and conditions of your customer agreement(s), and the disclosures related thereto do not change. Similarly, when you use the *Online Service* to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosures for the credit account. You should review those agreements and disclosures for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an Activated Account with the *Online Service*.

## B. Products and Services Offered.

1. View account balances.
2. Request a stop payment.
3. Initiate a loan payment.
4. Online Bill Pay.
5. View & print check images.
6. View your account statements electronically. Online statements are archived for 24 months.
7. View Tax Documents
8. Order checks.
9. Obtain credit card information (separate sign-on required).
10. Quicken Web Connect, Quicken Express Web Connect and MS Money Downloads. These software programs can help you keep track and manage your money. There are no fees when you log in to your American Bank accounts online and download a file that can be imported directly into Quicken Web Connect, Quicken Express Web Connect and MS Money to automatically update your financial information.
11. Make transfers. Transfer funds between eligible Accounts that you have with us and make cross-customer transfers into accounts of other American Bank customers. You may initiate transfers of funds between designated eligible Accounts with us. Online real time transfers between Activated Accounts are processed immediately if the funds are collected. Recurring or scheduled transfers are initiated at approximately 7:00 a.m. ET on the appropriate **calendar day**. Recurring or scheduled transfers which fall on a Saturday, Sunday or a Federal Holiday are initiated at approximately 7:00 a.m. ET on the **designated calendar day**, but are effective for the next business day (i.e., transfer that is scheduled for a Sunday will be initiated on a Sunday at approximately 7:00 a.m. and available on the next **business day** that is Monday, and if Monday is a Federal Holiday the transfer would be available on Tuesday (the next business day)).

You may not make more than six (6) preauthorized withdrawals, automatic or telephonic transfers (including mobile or cellular phone), PC transfers (including other personal computing devices), checks, drafts, and Debit Card or other similar transactions from your savings or money market account to another account of yours or to a third party during a calendar month. If you exceed these transfer limitations in any calendar period, an excess transaction fee (Refer to Other Fees & Charges Disclosure) may be charged for each transaction in excess of the above limitations, and we may discontinue your overdraft protection, convert your Account to a checking account, or your Account may be subject to closure. If a hold has been placed on deposits made to an Account from which you wish to transfer funds or there are not sufficient funds in the Account, you may not transfer the portion of the funds held until the hold expires or until sufficient funds exist in the Account to make the transfer. You may call us at 610.366.1800 or toll-free at 888.366.6622 to verify whether a transfer has occurred. Other than (i) being able to print a receipt for the transfer, (ii) viewing your account activity online and seeing the effect of the transfer on your account, and (iii) being furnished a monthly account statement reflecting transfer activity, we will not otherwise provide written or oral notice of transfers involving your Accounts. We reserve the right to limit the frequency and dollar amount of transactions from your Activated Accounts for any reason, including security reasons.

12. Make Account-to-Account (A2A) transfers. You can make A2A transfers between your checking, savings & money market account(s) with us and your Account(s) that are maintained at other financial institutions (Section 14 below).
13. Use Popmoney to send and receive money. Use Popmoney to send and request money electronically for person-to-person transactions from/to your American Bank checking account. Popmoney allows you to quickly and easily send money to individuals using only an email address or mobile phone number for a nominal fee (refer to Other Fees & Charges Disclosure for current fee).
14. External Transfers. Transfer funds to/from your account at another financial institution to/from your American Bank accounts.

*Incoming or Outgoing Transfers – Maximum Dollar Amounts*

- The maximum amount that may be **sent from your Eligible Transaction account to an External Account is \$1,500.00 per day.**
- The maximum amount that may be **requested from your External Account to be credited to your Eligible Transaction account is \$5,000.00 per day.**

We reserve the right to modify the above limits or to establish additional limits.

*Scheduling an External Account Transfer*

For security purposes, we have established various types of limits relating to the External Account requests you may initiate. The current limits include:

- You must initiate an External Account request no later than 4:00 p.m. (ET) two (2) business days (any day except Saturday, Sunday or a federal holiday) before the Post Date. The Post Date means the date on which you want your External Account request to be processed and credited or posted to your Eligible Transaction Account.

Example: If you want the incoming funds credited to your Eligible Transaction account on a Wednesday, you must initiate the External Account request no later than 4:00 p.m. (ET) on the Monday preceding that Wednesday.

- If you initiate an External Account request after 4:00 p.m. (ET) on a business day or on a Saturday, Sunday or federal holiday, your request will be processed on the third (3<sup>rd</sup>) business day thereafter.

Example: If you initiate your External Account debit request after 4:00 p.m. (ET) on Monday (a regular business day), your request will be processed and credited or posted to your Eligible Transaction Account on Thursday.

Your funds will not be available on the date that they are credited or posted to your Eligible Transaction account. Please review the Funds Availability section below.

**Your Right to Cancel or Change a Debit Request.** You must deliver electronic, written or oral notification to us before 4:00 p.m. ET at least two (2) business days before the Post Date (that is two (2) business days before processing of the Debit Request is scheduled to occur). If you wish to provide oral notification to us, you must confirm that oral notice in writing within 14 days of giving the oral notification.

15. Review Account history. Review the history of past transactions on your Accounts for up to two (2) years. You should review transactional information at least once every thirty (30) days to assure the accuracy of your bank records.
16. Send email messages to us. Public email services are not considered secure. As a convenience, in order for you to direct questions about your Account to our Customer Service Department, and to provide general feedback, we provide a means to send us a secure email by clicking on the 'Secure Messages' link located on the left side bar after you sign-on to the *Online Service*. We may not immediately retrieve the Secure Messages that you send. Therefore, you should not rely on Secure Messages if you need to communicate with us immediately – for example, to report a lost or stolen card, or to report an unauthorized transaction from one of your Accounts. We will not take action based on your Secure Message requests until we actually receive your

Message and have a reasonable opportunity to act upon your request. Secure Messages must not be used to initiate transactions on your Account. For banking transactions, please use the appropriate functions within the *Online Service*.

17. Set-up Account & Security Alerts (“Alerts”). An Alert enables you to receive notices from time to time concerning certain transaction information and other information relating to your deposit and loan accounts with us which are eligible for the service. As part of the enrollment process, you may select the conditions when you want to receive an Alert and the method of Alert delivery for your eligible Accounts. By your use of the Alert Service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:
- The Alert Service allows you to request and receive electronic mail (“email”) or a SMS (“Text”) message about your Accounts that are linked to the service. You designate the email address(es) and/or phone number(s) where you wish to receive the Alerts. The email address and phone number you specify for alerts does not have to be the same as the email address or phone number on file with the bank. If you change your email address or phone number with the bank, you will also need to update this information on the alerts page in order to continue receiving your alerts. Anyone with access to your email or Text messages will be able to view the contents of these alerts.
  - You may activate Account Alerts for any account linked to the *Online Service*. Account Alerts are optional and include available balance below or above a specified dollar amount; credit or debit transaction above or below a specified dollar amount, etc. You may change these Alerts at any time by clicking on the menu button, select Alerts, Account Alerts and the account number you want to receive alerts. Click on the corresponding envelope to add or remove an Alert.
  - You may set-up Security Alerts and we will send those Alerts to you based upon the instructions you provide us. For security purposes, we automatically send an Alert when the email address or phone number where you receive alerts is changed. You are not able to opt out of any automatically sent alerts.
  - You may Opt-Out or change an optional Alert at any time. If you no longer wish to receive an optional Alert or you want to start receiving an Alert, click the corresponding envelope to “off” or “on”. Changes to your instructions must be received and recorded by us before they will become effective. You understand and agree that email Alerts are sent to you without being encrypted. Because of this, we will never include your passcode or full account number.
  - You authorize us to deliver information to the email address or phone number you provide us, even though a person not an owner on your account may access the message (such as someone who can open your emails).
  - You acknowledge and agree that your receipt of any Alert may be delayed or prevented by factor(s) affecting your communications service provider(s) and other factors outside of our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree that neither we, nor our directors, officers, employees and agents shall be liable for losses in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; (c) your reliance on or use of the information provided in an Alert for any purpose; or (d) for any actions taken or not taken by you or any third party in reliance of an alert.
  - We provide the Alert as a convenience to you for information purposes only. The Alert does not constitute a bank record for the Account to which it pertains. We reserve the right to terminate Alert notifications at any time without prior notice to you. We also reserve the right to begin charging a fee for the service after providing to you notice of the fee. Nothing contained herein shall amend, supersede or nullify anything contained in any other agreement you have made with us. We may add new alerts from time to time or eliminate existing Alerts. If you have opted to receive an Alert that is to be eliminated, we will notify you of the cancellation of an alert or other discontinuance of the service at least 30 days in advance. You agree that we may provide all notifications concerning changes to the service by electronic means, which may include posting any changes on our website, AMBK.com.

18. New services. We may, from time to time, introduce new services. To the extent legally required, we will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.
19. Special limitations. Some of the services and activities that you may perform through the *Online Service* may be limited to certain types of customers and accounts, as well as to the extent noted below and in the agreements governing your various Accounts with us. Your ability to transfer funds from savings, money market deposit accounts or line of credit accounts using the *Online Service* are subject to the limitations described in the applicable Account agreements. You should refer to these agreements for restrictions and service charges.

#### **C. Additional Information about the *Online Service*.**

1. **Account Access.** To use the *Online Service*, your Accounts must be linked to the *Online Service*. You may transfer funds through the *Online Service* in any amount of available collected funds between your eligible Accounts. We deduct the amount of your fund transfer from your Accounts on the date you instruct us to process it. We reserve the right to restrict and/or deny online banking access privileges at any time and/or to restrict online banking access within any country outside of the United States or any high risk or unknown IP address, regardless of location, or if we are suspicious of any online behavior. Additionally, we may refuse to act on your fund transfer instruction if sufficient collected funds, including funds available under any overdraft plan, are not available in your Account on the date you want us to transfer funds. We are under no obligation to monitor transactions through the *Online Service* to determine that they are made on your behalf.
2. **Fees.** We do not currently charge monthly or transaction fees for accessing your Accounts through the *Online Service*. We reserve the right to impose or change fees for electronic delivery and charge your deposit account for these fees at any time after providing such notice to you as may be required by law or regulation. Please note that fees for internet or mobile access may be assessed by your internet or mobile service provider. You are responsible for any fees which may be assessed to you by your internet or mobile service provider, including but not limited to text, data and other usage charges.

#### **D. Consumer Bill Pay, Popmoney & A2A, Terms and Conditions**

##### ***General Terms for Each Service***

1. **Introduction.** This Terms of Service (hereinafter "Agreement") is a contract between you and American Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.
2. **Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.
3. **Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service,

and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. **Our Relationship with You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).
5. **Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
6. **Notices to Us Regarding the Service.** Except as otherwise directed elsewhere in this Agreement, you agree to follow the instructions in this Paragraph 6 of the General Terms whenever you need to contact us concerning the Site or the Service. Please note that all references in this Agreement to contact customer service for assistance of any kind concerning the Site or the Service refer to contacting us in the manner and means described in this Paragraph 6 of the General Terms.

- a. **General Questions or Inquiries.** For general questions, report a lost or stolen password, or inquiries with any aspect of the Site or the Service, other than technical assistance, reporting unauthorized transactions, or reporting errors or raising questions about transactions on your account statement, please telephone us at 610.366.1800 or (toll free) at 888.366.6622. You may also write to us at:

American Bank  
Attn: Customer Service  
4029 West Tilghman Street  
Allentown, PA 18104

- b. **Technical Assistance.** For technical assistance with any aspect of the Site or the Service, including, for example, problems with a bill payment transaction, stop payment requests under the Account to Account Transfers Service (Paragraph 4 of the Account to Account Transfers Service Additional Terms below), and Popmoney payment cancellations and stop payment requests under the Popmoney Payments Service (Paragraph 5 of the Popmoney® Payments Service Additional Terms below), telephone us (toll free) at 844.884.5386. Depending on the type of technical assistance you seek, if we also require you to submit a request in writing, please send your request to our address in Paragraph 6.a above or as otherwise instructed.
- c. **Reporting Unauthorized Transactions.** To report what you believe may be an unauthorized Payment Instruction (see Paragraph 16 of these General Terms below), telephone customer service (toll free) at 844.884.5386. You may also write to us at our address in Paragraph 6.a above.
- d. **Reporting Errors or Raising Questions about Transactions on your Statement.** To report what you believe may be errors or to raise questions about your transactions as shown on your periodic account statement (see Paragraph 22 of these General Terms below), telephone us at 610.366.1800 or (toll free) at 888.366.6622. You may also write to us at our address in Paragraph 6.a above.

We will act on your telephone calls as described above in this Section 6 and below in Sections 16 and 22 of these General Terms, and as described elsewhere in this Agreement, and/or as otherwise required under applicable law. However, in all other cases, your telephone calls will not necessarily constitute legal notices to us under this Agreement.

7. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on

their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of these General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

- 8. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.
- 9. Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
- 10. Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
- 11. Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.
- 12. Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
- 13. Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
  - a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
  - b. Payments that violate any law, statute, ordinance or regulation; and
  - c. Payments that violate the Acceptable Use terms in Section 14 of these General Terms below; and
  - d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
  - e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;



and

- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

**14. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

**15. Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

**16. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, contact customer service for the Service in the manner set forth in Section 6.c of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly American Bank statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

**17. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**18. Failed or Returned Payment Instructions.** In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**19. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes can be made by sending us a secure Message after you sign on to *AmericanBank Online*. In addition, you may send us a written notification of your changes to our address as set forth in Section 6 of the General Terms above, with your original signature as it appears on your account. Each account owner must submit an address change. You may mail your change request to:

American Bank  
Customer Service  
4029 West Tilghman Street  
Allentown, PA 18104

Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

**20. Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to

comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

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

**21. Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## **22. Errors, Questions and Complaints.**

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  - 1. Tell us your name;
  - 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  - 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within

three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**23. Intellectual Property.** All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**24. Links and Frames.**

- a. Links to other sites may be provided for your convenience on the portion of the Site through which the Service is offered for your convenience. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site.
- b. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control.
- c. By providing these links, (i) we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, (ii) we are not responsible for the materials, services or other content at or related to or from any other such site, and (iii) as regards any such site for which a link may be provided now or at any time in the future, we make no representations or warranties, either express or implied, including without limitation any warranty for information, services or products provided through or in connection with the Site and any implied warranties of merchantability, fitness for a particular purpose, expectation of privacy or non-infringement. Consequently, we are not responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. In that regard, you specifically acknowledge that we are not liable for defamatory, offensive, infringing or illegal materials or conduct contained on any such linked site, or that of third parties involved with such sites, and we reserve the right at any time and without notice to remove such materials and links from the Site without liability. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.
- d. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

**25. Password and Security.** If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken

by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**26. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**27. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

**28. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

You agree that any claim or dispute you may have against us must be resolved by a court located in Lehigh County, Pennsylvania. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes. You and we agree to waive any right to have a jury participate in the resolution of any dispute or claim between us arising under this Agreement.

**29. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

**30. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**31. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**32. Exclusions of Warranties.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**33. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND

CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT PROCEEDINGS DESCRIBED IN SECTION 28 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**34. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us and you. You further agree that this Agreement is subject to all applicable laws and regulations, recognized banking customs, the Bank's fee schedule in effect at the time the Service is used and other requirements as set forth in the "Terms and Conditions of Your Deposit Account" Agreement including, but not limited to, Truth-in-Savings and Other Fees and Charges Disclosure ("Account Agreement"), as they may be amended from time to time. The terms and conditions of this Access Agreement, your Account Agreement and the rules, regulations, schedule, signature card, including any disclosures made pursuant to such agreements, and any subsequent amendments to any of the foregoing, are incorporated in this Agreement by reference. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-34 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours or of any of our Service Providers, the terms of the Agreement will prevail.

**35. Definitions.**

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.

- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

### ***Account to Account Transfers Additional Terms***

#### **1. Description of Service, Authorization and Processing.**

- The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  - The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;
  - The transfer is refused as described in Section 6 of the Transfer Money Terms below;

- You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  - Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
2. **Transfer Methods and Amounts.** Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.
  3. **Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.
  4. **Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer service for the Service pursuant to Section 6.b of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.
  5. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient funds in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.
  6. **Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
  7. **Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.
  8. **Funds Availability.** Each transfer money with other financial institutions you initiate to your Eligible Account will be credited to your account on the Post Date and will become available for withdrawal on the 2<sup>nd</sup> business day after the Post Date. You agree to have sufficient available funds in your account at the other U.S. financial institution to process the debits you initiate.



## 9. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 35 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 35 of the General Terms) that you provide to the Service for a transfer of funds.

### **Popmoney® Payments Service Additional Terms**

#### **1. Description of Service.**

The term "Popmoney Terms" means these Popmoney Payments Service Additional Terms. "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service (for purposes of these Popmoney Terms, and the General Terms as it applies to these Popmoney Terms, the "Service") enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through [www.Popmoney.com](http://www.Popmoney.com) (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

#### **2. Payment Authorization and Payment Remittance.**

- a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions and Complaints).

- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  - 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  - 2. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  - 3. The payment is refused as described in Section 5 of these Popmoney Terms below;
  - 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

- 3. Initiation of Payment Instructions.** You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two (2) ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin, and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account), may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction

Account information. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 5 of these Popmoney Terms, below.

- 4. Receiving Payments.** If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive Popmoney Requests from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

- 5. Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer service pursuant to Section 6 of the General Terms above. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

6. **Mobile Phone Users.** Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.
7. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Popmoney Request, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient funds in the Eligible Transaction Account.
8. **Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender.
9. **Returned Payments.** In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.
10. **Definitions.**

"Popmoney Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Service.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Service.

### ***Bill Pay Service Additional Terms***

1. **Description of Service.** The term "Bill Pay Terms" means these Bill Pay Service Additional Terms. The Bill Pay service (for purposes of these Bill Pay Terms, and the General Terms as they apply to these Bill Pay Terms, the "Service") enables you to receive, view, and pay bills from the Site.
2. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the

Billers immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. **The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 2 of the Bill Pay Terms (Payment Scheduling).
4. **Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

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

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Pay Terms) 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 Eligible Transaction 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 Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; 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 Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. 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.
6. **Stop Payment Requests.** The 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 for the Service in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt 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 fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.
7. **Exception Payments Requests.** Exception Payments may be scheduled through the Service; however, Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of

Exception Payments. The Service Guarantee (as described in Section 3 of these Bill Pay Terms) does not apply to Exception Payments.

**8. Bill Delivery and Presentment.** The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- a) Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- b) Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- c) Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
- d) Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- e) Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- f) Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- g) Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

- h) Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- i) Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- j) Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

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

**9. 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 in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- d. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or,
- f. If you give us your written permission.

**10. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient funds in the Billing Account.

**11. Biller Limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you as set forth in Section 13 of the General Terms (Prohibited Payments) or an Exception Payment under this Agreement.

**12. Returned Payments.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

**13. Information Authorization.** In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

**14. Definitions.**

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Section 35 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Section 35 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

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

"Scheduled Payment Date" is the day you want your Biller to receive your bill 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.

**15. Frequently Asked Questions.**

- a. Can you explain how Bill Pay works?** Upon receiving your instructions to schedule payment(s), the Service begins to process your bill payment request so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. The Service begins processing and sending your bill payment request to the Biller prior to debiting your Payment Account.

The Service reserves the right to select the method in which to remit the funds on your behalf to your Biller. Please refer to the section entitled "Payment Methods."

When the Service sends an electronic payment or an electronic to check payment, the Service will electronically debit your Payment Account on the Scheduled Payment Date. The Service allows you to have access to your funds in your Payment Account until the Scheduled Payment Date you requested. Please note that the Service does not have access to your Payment Account balance. You are responsible to ensure the funds are available in your Payment Account on the Scheduled Payment Date.

- b. What happens if the funds are not in my Payment Account?** The Service does not have access to your Payment Account balance. If the funds are not available in your Payment Account, the Service will again attempt to debit your Payment Account. A 2nd attempt to debit your Payment Account could occur as early as the next day after the item was returned.

It is important that you ensure you have available funds in your Payment Account to cover your bill payment(s) and to avoid charges such as insufficient and/or uncollected funds charges. The Service reserves the right to freeze your Payment Account until the Service receives the funds, to utilize an outside collection agency and contact your Biller requesting the funds be returned.



III. **AmericanBank Mobile Service.** We offer *AmericanBank Mobile* (the “*Mobile Service*”) to all of our consumer customers having access to *AmericanBank Online* and using an Eligible Mobile Device. When a customer signs into the *Mobile Service*, they will have access to all services.

For additional information, please refer to the Frequently Asked Questions located within the mobile banking section of our website, AMBK.com.

A. **Mobile Service Description.** The *Mobile Service* can be accessed through our App.

- **Downloadable Application (“the App”).** The App is downloaded to your Eligible Mobile Device, and easily facilitates signing on to our *Mobile Service* to access and interact with your Activated Accounts, with the same security as available using our *Online Service* through your computer.

B. **Eligibility.** In order to utilize the *Mobile Service*, you can register for the *Online Service*, have an Eligible Mobile Device and have at least one Activated Account with us. We reserve the right to terminate your *Mobile Service* at any time.

C. **Eligible Mobile Devices.** An Eligible Mobile Device is a supported mobile wireless hand held device, such as an iPhone®, tablet computer, such as an iPad®, or other web-enabled mobile device with a supported camera (required for check deposits), web browser, and a supported operating system. The Apps are available for download on an iPhone®, iPad®, and Android® mobile device (not an Android® tablet). Our website cannot be accessed in its entirety from a mobile device or tablet. The identification of a cellular phone or other device as a recognized Eligible Mobile Device for use with the *Mobile Service* does not constitute a recommendation, endorsement or any representation or warranty of any kind by us regarding the performance or operation of such device. We are not responsible for any errors or failures from any malfunction of your Eligible Mobile Device or any virus or other problems related to the use of the *Mobile Service*. The selection of an Eligible Mobile Device is your sole responsibility and all issues relating to the operation, performance and costs associated with such device are between you and your wireless telecommunications provider.

D. **Access.** The *Mobile Service* is generally accessible 24-hours a day, seven days a week, except that the *Mobile Service* may be inaccessible for system maintenance. You can access eligible Activated Accounts that are available through the *Online Service*. We are not liable under this Access Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We reserve the right to restrict and/or deny mobile banking access privileges at any time and/or to restrict mobile banking access within any country outside of the United States or any high risk or unknown IP address, regardless of location, or if we are suspicious of any online behavior. Finally, we may modify, suspend, or terminate access to the *Mobile Service* at any time and for any reason without notice or refund of any fees that you have paid.

E. **Mobile Services Offered.**

1. The *Mobile Service* will allow you to obtain the same products and services that are available to you through the *Online Service*. See Section II.B. of this Access Agreement for a description of those products and services. Some limitations may apply. For example, unless your Eligible Mobile Device is attached to a printer, you will not be able to print results of your transactions.
2. **New Online Services.** We may, from time to time, introduce new Mobile Services. To the extent legally required, we will notify you of any new Mobile Services. By using these Mobile Services when they become available, you agree to be bound by the rules concerning these Mobile Services.
3. **Special limitations.** Some of the services and activities that you may perform through the *Mobile Service* may be limited to certain types of customers and accounts, as well as to the extent noted below and in the agreements governing your various Activated Accounts with us. Your ability to transfer funds from savings, money market deposit accounts and line of credit accounts using the *Mobile Service* are subject to the limitations described in the applicable Account agreements. You should refer to these agreements for restrictions and service charges.

F. **Software Usage.** You agree that your use of the *Mobile Service* and all related software provided to you by us, will be limited solely to access and use of the *Mobile Service* and agree not to decompile or reverse engineer or otherwise alter the software in any way. We use third parties that are not affiliated with us to provide certain licensed software to support the *Mobile Service*.

**G. Fees.** We do not currently charge a fee for using the *Mobile Service*. However, your wireless communications provider for your Eligible Mobile Device may impose extra fees in order to make such device data-capable and to exchange data between the Eligible Mobile Device and the *Mobile Service*. We recommend that you check with your wireless telecommunications provider before using the *Mobile Service*. You are responsible for any fees which may be assessed to you by your internet or mobile service provider, including but not limited to text, data and other usage charges.

**H. Lost Phone Policy.** In the event your mobile or cellular device is lost or stolen, you agree to make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

**I. Limited Liability; Interruption of *Online Service*.** We provide our *Mobile Service* “As Is” and “As Available” and without warranty or guarantee. You acknowledge and agree that from time to time, the *Mobile Service* may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond our control including, but not limited to, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used in conjunction with the Eligible Mobile Device you use to access the *Mobile Service*, or any interruption, disruption or failure in the provision of the *Mobile Service*, whether caused by strikes, power failures, equipment malfunctions or other reasons. We or a third-party licensor shall not be liable for any claim arising from or related to the *Mobile Service* caused by or arising out of any such delay, interruption, disruption or similar failure. In no event will we or any third-party online service providers or third-party licensor be liable for indirect, consequential or special damages, including lost profits, arising from your use of the *Mobile Service*, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

**IV. Relation to Other Agreements.** Please refer to other sections in this Access Agreement for important information and terms and conditions concerning the use of the mobile banking *Online Service*. Your use of our *Online and Mobile Services* may also be affected by the agreements between you and us for your Activated Accounts. When your Accounts are linked to our *Online and Mobile Services*, you do not change the agreements you already have with us for your Activated Accounts. Thus, deposit accounts linked to our *Online and Mobile Services* do not change the terms and conditions of your customer agreement(s) with us, and the disclosures related thereto. Similarly, when you use our *Online and Mobile Services* to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosures for the credit account. You should review those agreements and disclosures for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an Activated Account with our *Online and Mobile Services*.

#### **V. Disclaimer of Warranties.**

**A. Warranties of Fitness and Merchantability.** NEITHER WE, NOR ANY INFORMATION PROVIDERS, MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER ONLINE OR MOBILE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

**B. Computer and Mobile-Related Warranties.** Neither we nor any information provider makes any form of warranty against, nor shall we or any information provider be liable in any manner for, any computer or mobile device virus or software-related problems which may be attributable to our *Online and Mobile Services* provided in connection with this Access Agreement.

#### **VI. Security Procedures.**

**A. In General.** As a part of security procedures, we have established in connection with our *Online and Mobile Services*, and to access and use any Account, at time of enrollment you will be prompted to select your Sign-On ID and your password. These credentials will give you access to your Activated Accounts. For added security, you may periodically be prompted to enter a validation code up login. At any time you choose, you may change your Password by clicking “Forgot Sign-On ID or Password” located on the sign-on page, and you may change your Password as often as you choose.

YOU ARE RESPONSIBLE FOR KEEPING YOUR SIGN-ON ID, PASSWORD, ACCOUNT NUMBERS AND OTHER ACCOUNT DATA CONFIDENTIAL. For security purposes, it is recommended that you memorize your Sign-On ID,

and your Password. Do not write them down. You agree that you will create a unique Password and for security purposes acknowledge that you will not be permitted to utilize your Sign-On ID, or the word 'Password,' as your Password. You agree that you will not, under any circumstances, disclose your Password to anyone, including anyone claiming to represent us. You acknowledge that no one from the Bank will ever ask you for your Password, and that our employees do not need your Password for any reason.

As an additional aspect of these security procedures, you agree that we are entitled to act upon instructions we receive with respect to any *Online Service* or *Mobile Service* transaction under your Sign-On ID and Password or activated through the biometric identifier feature on your mobile device (individually and collectively, your "PIN"). You are liable for all transactions made or authorized with the use of your PIN (except as your liability may be limited by law). We have no responsibility for establishing the identity of any person who uses your PIN. You agree that if you give your PIN to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your PIN will have access to your accounts. **You agree that the PIN is a commercially reasonable security procedure and that for security purposes you will keep your PIN in a secure location and will only provide your PIN to those persons authorized to access our *Online and Mobile Services*. You also agree to establish and maintain all reasonable precautions to ensure the security of your PIN so that no one else learns your PIN except for persons you authorize to access our *Online and Mobile Services*.** You understand and agree that any person having access to your Sign-On ID and Password will be able to access our *Online and Mobile Services* to perform transactions, which may include reviewing Account information and making transfers to other Accounts and to other persons, and that you will be responsible for all such activity (except as your liability may be limited by law).

You acknowledge we may require you to authenticate you are the individual accessing our *Online or Mobile Service*. You may be required to provide a one-time code that we will send to you by either email or text message to enter as confirmation for the activity being requested.

You will have the ability to log into the *AmericanBank Mobile App* by using the biometric identifier technology with an Eligible Mobile Device. If you have enabled the biometric identifier feature on your Eligible Mobile Device and your device is eligible, then, after initially authenticating your device with us, you will be able to use your biometric identifier each subsequent time you use our Mobile App.

Not all devices with biometric identifier technology are supported. We are not responsible for the availability, functionality, and/or security of your stored biometric identifier on your device nor do we, at any time, have access to your biometric identifier when you access your accounts through our Mobile App using your biometric identifier. For more information about the biometric identifier feature on your device, please see the relevant privacy and security policies provided by your device manufacturer, operating system provider, or mobile carrier on the use and storage of your biometric identifier, how to set-up your device and other authentication information.

Remember that even after your Eligible Mobile Device has been properly registered with us, if the biometric identifier feature on your Eligible Mobile Device fails to connect with our Mobile App, you can always gain access to your Account through your Sign-On ID and Password.

**If you allow any other person's biometric identifier to be associated with an Eligible Mobile Device that you have registered to enable access to your Account, you are authorizing that person to access and engage in transactions through your *Mobile Service* to the same extent as if you shared your Sign-On ID and Password with that person.** Enabling biometric identifier technology on an Eligible Mobile Device you share with another person is strongly discouraged. We firmly advise against allowing others to store biometric identifiers on your device. For additional information relating to mobile security, please visit our website at [AMBK.com](http://AMBK.com), under Mobile Security, to review our [Mobile Security Tips](#).

Finally, as a part of our Security Procedures, you agree that you will not: (i) give out your Account information or PIN other than as provided in this Access Agreement; (ii) leave your PC or mobile device unattended while you are using our *Online and Mobile Services*; (iii) leave your Account information within range of others; and (iv) send privileged Account information (Account number, Password, Sign-On ID, etc.) in any public or general email system. By executing this Access Agreement, you acknowledge that you have examined these Security Procedures and agree that these Security Procedures provide adequate protection to prevent unauthorized transactions from being made and that these Security Procedures are commercially reasonable. You agree to be bound by and settle for any and all transactions issued in your name in accordance and in compliance with these Security Procedures. We reserve the right to amend these Security Procedures from time to time with or without notice to you. You agree to

keep these Security Procedures confidential and prevent disclosure of these Security Procedures to any third parties. You agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by you.

## VII. Reporting Unauthorized Transactions.

- A. Your Liability for Unauthorized Transfers.** You should notify us immediately if you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from your Account through the *Online Service* or *Mobile Service* without your permission or if you suspect any fraudulent activity. The quickest way to notify us is by telephone at 610.366.1800, toll-free at 888.366.6622 or you may also notify us by: 1) sending a 'Secure Message' through the *Online Service*; 2) fax to 610.366.1900, Attn: Customer Service; or 3) write us at American Bank, Attn: Customer Service, 4029 W. Tilghman Street, Allentown, PA 18104.

If you tell us within two (2) Business Days after you discover your password or other means to access your Account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your Account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

- B. Errors and Questions.** In case of errors or questions about your electronic transfers, call or write us at the telephone number or address shown below, 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.
4. If you tell us orally, 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, (5 business days for point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you. We will then correct any error promptly. If we need more time, however, we may take up to 45 calendar days, (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days, (5 business days for point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account. We may withhold provisional credit for point-of-sale transactions, to the extent allowed under applicable law, if the delay is warranted by the circumstances or your account history. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results of our investigation within 3 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.

Write us at: American Bank  
Attention: Customer Service  
4029 W. Tilghman Street

Allentown, PA 18104

Call us at: 610.366.1800 or toll-free 888.366.6622

Business Days: Monday through Friday, excluding federal holidays 8:00 a.m. to 5:00 p.m. (ET)

## VIII. Parties' Responsibilities.

### A. Responsibilities of the Customer.

Throughout the life of this Access Agreement, you will have the following responsibilities:

1. You must notify us in writing within 60 days after account statements are made available of any errors, discrepancies or unauthorized transactions. If you fail to do so, we will not be liable for resulting debits or charges to the Account. You agree that any suit brought based on an account error, discrepancy or unauthorized transaction must be brought within one (1) year after the date of the first account statement on which the error, discrepancy or unauthorized transaction appears.
  2. Except as otherwise provided by law, you are liable for all transactions made or authorized with the use of your Sign-On ID and Password. We have no responsibility for establishing the identity of any person who uses your Password. 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 that if you have knowledge that the secrecy of your Password has been compromised, you will immediately notify us of that knowledge, and will immediately change your Password. Each person on a joint account will be liable for all transactions that are made on that account by all other joint holders of the account.
- By directing us, through the use of any *Online Service* or *Mobile Service* initiated with your Sign-On ID and Password, to transfer funds or make a payment of any kind you authorize us to withdraw from any designated account the amount of funds required to complete the transaction. Requests for new account services, instructions to change existing account information or services, and other communications received by us through the internet shall constitute legal endorsements and shall have the same force and effect as a writing signed by you.

### B. Our Responsibilities.

If we do not complete a transfer to or from your Account (or cancel a transfer properly requested) according to our agreement with you, we are liable for your losses or damages. There are some exceptions to our liability for processing transactions on your Accounts.

1. **Exceptions to Liability.** We will not be liable, for instance (i) If, through no fault of ours, you do not have enough money in the form of collected funds in your Account to make a transfer or whether due to inadvertence, error caused by similarity of accountholder names or any other mistake as long as we acted in good faith (including lost savings or profit, lost date, business interruption, or attorneys' fees); (ii) If the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account, or a legal order directs us to prohibit withdrawals from your Account; (iii) Your Account is closed or frozen; (iv) The transfer would cause your balance to go over the limit for any applicable credit arrangement including those to cover overdrafts; (v) You, or anyone you allow or acting on your behalf, commits any fraud or violates any applicable law or regulation; (vi) Your equipment or internet access was not working properly; (vii) Your internet service is interrupted (e.g., due to traffic or other disruptions); (viii) You have not properly followed the instructions for using the *Online Service* or *Mobile Service*; (ix) The transfer could not be made or completed due to system unavailability; (x) if circumstances beyond our control (such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood, or weather conditions requiring us to close) prevent the transfer, despite reasonable precautions that we have taken; (xi) if you have not provided us with complete and correct payment information, including without limitation, the name, address, account number and payment amount for the recipient of a wire transfer; (xii) we close our facilities early (such as closing early immediately prior to the start of a holiday); or (xiii) any other exceptions stated in any of our agreements with you. To the extent permitted by applicable law, we will not be responsible for any error, damage or other loss caused by any service provider.
2. **Limitations on Our Liability.** 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 our *Online*

*Service or Mobile Service*, 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 will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (i) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (ii) your negligence or breach of any agreement with us; (iii) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (iv) the application of any government or funds transfer system rule, guideline, policy or regulation; or (v) our inability to confirm to our satisfaction the authority of any person to act on your behalf. We are not liable for war, acts of government that may restrict or impair use of the *Online Service* and *Mobile Service*, 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. Our sole responsibility for an error in a transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages, 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, even if we were aware of the possibility that such damages might arise.

**IX. Termination.** Your *Online Service*, including the *Mobile Service*, will remain in effect until terminated by you or us. *If your Online Service is terminated, your Mobile Service will automatically be terminated.* You may cancel your *Online and Mobile Service* at any time by notifying us, in writing, at American Bank, Attn: Customer Service, 4029 W. Tilghman Street, Allentown, PA 18104, of your intent to cancel. Canceling the *Online Service* automatically cancels the *Mobile Service*. This cancellation applies only to your *Online and Mobile Service* and does not terminate your other relationships with us. We may terminate this Access Agreement, and immediately either refuse to provide, or revoke access to, the *Online and Mobile Service* at any time with or without cause or prior notice. Neither termination nor discontinuation of your access to our *Online and Mobile Service* shall affect your liability or obligation under this Access Agreement. You agree that we have the right to terminate your participation in the *Online and Mobile Service* at any time, and for any reason, including, but not limited to, inactivity in or closure of your Account with us. This Access Agreement shall be deemed null and void upon the closing of an Account or if your access to online banking services established through the *Online and Mobile Service* is terminated for any reason and all online and mobile services, established for and available to such Accounts shall be immediately terminated.

**X. Changes in Terms and Other Amendments.** This Access Agreement is subject to all applicable laws and regulations, recognized banking customs, our **fee schedule** in effect at the time the *Online Service* and/or *Mobile Service* is used, and other requirements as set forth in the “**Terms & Conditions of Your Deposit Account**” available at the branch office, by telephone at 610.366.1800, toll-free at 888.366.6622 or the “Deposit Account Disclosures” and “Online & Mobile Banking Disclosures” available on our website (“Account Agreement”), as amended from time to time. A request for fund transfers will be accepted as specified in that portion of the Account Agreement titled “**Electronic Fund Transfers Disclosure**”. We may amend this Access Agreement (including changes in the **Other Fees & Charges Disclosure**) at any time. If the change would result in increased fees for any *Online Service* or *Mobile Service*, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of the change as applicable law requires. If advance notice of the change is not required, and disclosure does not jeopardize the security of your Account or our *Online* or *Mobile Service*, we may notify you of the change in terms by mail, email or by posting a notice on our website, AMBK.com. If you wish to decline to be bound by the changes, you should terminate the Account or discontinue the *Online* or *Mobile Service* to which the change relates; otherwise you will be deemed to have accepted and agreed to the change. Your continued use of the *Online Service* or *Mobile Service*, after our change of terms constitutes your agreement to the amendment(s). The terms of your other account agreements shall continue to apply.

**XI. Other Provisions.**

**A. Ownership of Website.** The content, information and offers on our website are copyrighted by American Bank and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

**B. Email.** If you email us or ask us to reply to you via email, 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 email. We are not required to act on any email received and are not responsible for misdirected or lost emails. Standard email is not a secure method of communication.

**C. Governing Law.** This Access Agreement and your Accounts and services provided to you by us, to the extent not governed by Federal law and regulations, are governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law provisions. Your existing Account relationships

shall continue to be governed by and construed in accordance with the laws as disclosed in such Account agreements.

- D. Scope of Agreement.** With the exception of a Consumer Mobile Deposit Addendum to this Access Agreement, this Access Agreement, together with all other Account Agreements, represents our complete agreement with you relating to our provision of our *Online and Mobile Services*. No other statement, oral or written, including language contained in our website, AMBK.com, unless otherwise noted, is part of this Access Agreement, or other Account Agreements.
- E. Assignment and Delegation.** This Access Agreement may not be assigned by you. This Access Agreement is binding upon your successors and heirs and our successors and assigns. We may assign the rights and delegate the duties under this Access Agreement to any entity directly or indirectly affiliated with us now or in the future or to any third parties that perform services on our behalf. Certain of the obligations of the parties pursuant to this Access Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Access Agreement shall survive termination, cancellation or expiration of this Access Agreement.
- F. Headings.** The headings of the paragraphs of this Access Agreement are for convenience and reference and shall not affect its construction or interpretation.
- G. Indemnification.** You agree to hold us harmless and indemnify us against any claims, losses, or expenses, including but not limited to attorneys' fees, incurred, either directly or indirectly, by us as the result of any service that we provide to you pursuant to this Access Agreement. Further, you agree to indemnify and release us from any and all liability, and agree not to make any claim against us or bring any action against us, relating to our honoring or allowing any actions or transactions that were conducted under your Sign-On ID or Password.
- H. Severability.** The holding of any provision of this Access Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Access Agreement, which shall remain in full force and effect.
- I. Waiver.** No waiver by us (whether or not in writing) of any term, condition, or obligation of Customer shall bind us to waive that same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such waiver.

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