



AmericanBank Online & Mobile Business Access Agreement (Online, Bill Pay & Mobile)

This *AmericanBank Online and Mobile Business Access Agreement* ("Access Agreement") provides the terms and conditions governing the use of *AmericanBank Online*, ("*Online Service*"), an internet-based banking system, and *AmericanBank Mobile* ("*Mobile Service*"), a mobile banking system, both offered by American Bank ("Bank," "we," "us," and "our"). By submitting the *AmericanBank Online* enrollment form you agree to abide by the terms and conditions of this Access Agreement (as amended from time to time), as well as the terms, conditions, agreements, fee schedules and disclosures applicable specifically to the *AmericanBank Online service*. By using the *Online and Mobile Services*, you also agree to the terms and conditions of this Access Agreement, acknowledge your receipt of this Access Agreement and understanding of its terms, and agree to abide by the terms, conditions, agreements, fee schedules and disclosures applicable specifically to any such service and provided on our website.

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

"Account" means a business checking, money market, savings, certificate of deposit or loan account that you have with us for business, commercial or agricultural use.

"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 personal or business identifiable information when creating nicknames for your Account(s).

"Account Access" means your ability to access (i) those products and services described in Section III.A 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 Administrator" means an individual that has signing authority on accounts and has been designated as the primary individual responsible for granting additional authority to other Users.

"Account Agreement" means this Access Agreement and all other agreements between you and us that govern the use of your Activated Account, including, but not limited to, any deposit account agreement, any funds availability agreement, automated clearing house, sweep or wire transfer agreement or disclosure, line of credit agreement, credit card agreement, our schedule of fees and charges, and any other agreement specifically covering any of the products or 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.

"Fedwire" means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for transmission and settlement of payment orders governed by the Fedwire Regulation and applicable operating circulars.

"Fedwire Regulation" means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time.

"*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 IV. 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 III.A of this Access Agreement, together with any other services that we may offer to you from time to time through the 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*.

"Security Credentials" means collectively, your Sign-On ID and Password/Temporary Password to sign-in to *AmericanBank Online*.

"User" means an authorized individual that has been granted access rights by the Account Administrator or Administrator.

"You" and "your" mean each owner on an account enrolled under this Access Agreement. "You" also means your *AmericanBank Online* Account Administrator(s) and all Users to whom you have delegated *AmericanBank Online* authority.

"We," "us," "our," and "Bank" mean American Bank.

II. ESTABLISHMENT OF THE *AMERICANBANK ONLINE SERVICE*.

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 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.

- A. Eligibility.** In order to activate your *Online Service*, you must have at least one Account with us. To maintain the *Online Service* with us, you must pay any required fee and all other fees described in our Fee Schedule. You agree that we may deduct all applicable fees for the *Online Service* directly from your Account as such fees become due and payable. Alternatively, we may establish other secure procedures for enrollment in and/or access to *AmericanBank Online*, or any portions of *AmericanBank Online*, and for authorization of any transactions in your Activated Account(s). In order to have access to your account under this Access Agreement, you must also be operating as an established business. You must have a Taxpayer Identification Number (TIN). The TIN must be your Employer Identification Number (EIN) if you are a corporation, limited liability company or partnership, or your EIN or Social Security Number (SSN) if you are a sole proprietorship. We will notify you when your account has been set up as an Activated Account.
- B. Access.** The *Online Service* is generally accessible 24 hours a day, 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.
- C. Linking Your Accounts.** Upon satisfactory enrollment, your existing accounts linked to your agreement will be accessible through the *Online Service*. At our option, we may also add future Accounts your business opens to your agreement. If you would like to have an account added that is not showing up on your agreement, you may contact Customer Service by phone or send us a Message through the Service to make the request.
- D. Equipment Requirements.** To use the *Online Service*, you need certain software, a computer, Internet Service Provider (ISP), a broadband connection and Browser software which supports 128-bit encryption, Transport Layer 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.

- E. 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(s). When you link an account to the *Online Service*, you do not change the agreements you already have with us for your Activated Account(s). For example, if you link a deposit account to the *Online Service*, the terms and conditions of your customer agreement(s), and the disclosures related to the account 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*.

III. INFORMATION ABOUT AMERICANBANK ONLINE.

A. Products and Services Offered. You can use the *Online Service* to:

1. View account balances.
2. Request a stop payment.
3. Initiate a loan payment
4. Obtain ACH services. (separate agreement required)
5. Originate wire transfers. (separate agreement required)
6. Online bill pay. (separate sign-on required)
7. Obtain reports.
8. Manage users.
9. View and print check images.
10. View e-Statements. Any user with access to the e-Statement Entitlement can register for e-Statements within the *Online Service* by clicking on "Statements & Doc" and then clicking on 'Delivery Preference' and making the request.
11. Download to Quicken, Quick Books or MS Money.
12. Make transfers between eligible Accounts that you have with us. You may initiate transfers of funds between designated eligible Accounts with us. Online real time transfers between eligible 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** (i.e., transfer that is scheduled for a Sunday, the transfer will be initiated that Sunday at approximately 7:00 a.m. ET and made available for Monday, the next **business day** or if a transfer is scheduled to occur on a Monday, which is a bank holiday, the transfer will be initiated at approximately 7:00 a.m. ET on that calendar day and would be available on Tuesday, the next business day.

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(s), 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.

13. 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.

14. Send email messages to us. We do not consider public email services as secure. If you have a question about your Account(s) or have a comment or suggestion you would like to share with us, you can 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 Message that you send. Therefore, you should not rely on Secure Messages if you need to communicate with us immediately – for example, if you need to stop payment on a check, 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 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*.
16. Set-up Account & Security Alerts ("Alerts") – An Alert enables the Administrator and any Users to receive notices from time to time concerning certain transaction information and other information relating to your American Bank deposit and loan account(s) 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 delivery of the Alert 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 includes 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 where you receive alerts is changed, your user name or password changed, or your profile information changed. You are not able to opt out of any automatically sent alerts.

You may enable these optional Alerts to be sent when your phone changed; preferences changed; delivery method changed; or settings changed. You may also request an Alert when a Transfer, internal or external, is above a specified dollar amount or if a scheduled transfer did not occur. You may Opt Out or change an optional Security 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 "on" or "off". 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 either to Secure Messages within *AmericanBank Online*, 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). If you change your email address, you are responsible for informing us of the change.
- 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 informational purposes only. The Alert does not

constitute a bank record for the account for which it pertains. We reserve the right to terminate the Alert notification 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.

17. **New Services.** We may, from time to time, introduce new services. 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.
18. **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 money market or savings 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.

B. Additional Information.

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. Access to your accounts through the *Online Service* will be based upon the identification of users and authority levels specified by you in your Enrollment Form or by changes made by users with Account Administrator privileges.

C. Bill Pay

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, 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 15 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 21 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 15 and 21 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 the 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.

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. Privacy of Others. If you receive information about another person or business through the Service, you agree to keep the information confidential and only use it in connection with the Service.

11. Eligibility. The Service is offered only to individual residents of the United States operating as an established business. You must have a Taxpayer Identification Number (TIN). The TIN must be your Employer Identification Number (EIN) if you are a corporation, limited liability company or partnership, or your EIN or Social Security Number (SSN) if you are a sole proprietorship. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

12. 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 13 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 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.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. 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.

13. 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.

14. 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.

15. 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 understand and agree that you will not have the benefit of any consumer law, such as the Electronic Fund Transfer Act and Regulation E implementing that Act, limiting liability with respect to unauthorized use of the Service. This means that you are solely responsible for all transactions relating to your Eligible Transaction Account made using the Service, whether or not such transaction(s) were authorized by you, as long as we processed the transaction in good faith and in conformity with our security procedures set forth in this our Access Agreement governing your Eligible Transaction Account. You agree to indemnify and hold us harmless from any loss suffered or liability incurred by us in, or arising from, our execution of any Payment Instruction relating to your Eligible Transaction Account. You accept and agree to undertake the additional risk and greater liability associated with the use of the Service in connection with your Eligible Transaction Account as described in this Access Agreement.

16. 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.

17. 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.

18. 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.

19. 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, 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 Web site 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 Web sites not provided by us. We will not share with service providers.

20. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6.a 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.

21. 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.d 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.

22. 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.

23. Links and Frames.

- a. Links to other sites may be provided 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.

24. 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 15 of the General Terms above regarding your liability for unauthorized transfers.

25. 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 25 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.

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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 PROCEEDING AS DESCRIBED IN SECTION 27 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.

33. 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, "[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, 10, 16, 17, 22, and 25-33 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.

34. 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.

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 Biller 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 21 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 the 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 may disclose information to third parties about your account under the circumstances set forth in Section 19 of the General Terms (Information Authorization), and we will disclose information to third parties about your account or the transactions you make in the following situations:

- 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. There are fees associated with the bill pay Service. You are responsible for paying all fees associated with your use of the Service. The fees are disclosed in the Other Fees and Charges Disclosure. 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. 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 17 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 12 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 19 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 34 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 34 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.

IV. AMERICANBANK MOBILE SERVICE

We offer *AmericanBank Mobile* (the “*Mobile Service*”) to business customers, which include Administrators and Users, having access to *AmericanBank Online* and using an Eligible Mobile Device. Users using an Eligible Mobile Device will have access to Account(s) which the Administrator(s) has granted them authorization to view transactions activity.

When an Administrator or User signs into the *Mobile Service*, they will be able to obtain account information and make various transactions using an Eligible Mobile Device. Administrators and Users that have View account access will also be able to make deposits from an Eligible Mobile Device to the Account(s).

For additional information, please refer to the Frequently Asked Questions located within the mobile banking section of our website, AMBK.com and the *AmericanBank Mobile Deposit Addendum*.

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

- **Downloadable Application (“the App”).** The App is downloaded to an Eligible Mobile Device, and easily facilitates signing on to our *Mobile Service* to access and interact with your business’s Activated Accounts, with the same security as available using the 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.** The *Mobile Service* will allow you to obtain many of the same products and services that are available to you through the *Online Service*. See Section III. A. 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.
- 1. 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.
 - 2. 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. 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.
- H. 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.

V. 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*.

VI. 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 the Bank's *Online and Mobile Services* provided in connection with this Access Agreement.

VII. SECURITY PROCEDURES.

- A. In General.** As a part of the security procedures we have established in connection with our *Online and Mobile Services*, and to access and use any Account that you enroll, your business must initially designate an authorized signer on the Account as the Online Account Administrator (the "Account Administrator"). The Account Administrator is responsible for all activities involving your enrolled Accounts. The Account Administrator may authorize other staff members ("Users") to access or manage such Accounts as your agent. The Account Administrator alone will determine the administrative rights for Users which may include permission to perform any one, or any combination of the activities and services that can be accomplished with *Online and Mobile Services*. Users granted access to the *Online Service* will also have the same access authorities using *the Mobile Service*.

As an additional part of our security procedures, following our review and approval of your enrollment request, we will email you your Sign-on ID and a temporary Password which will give you access to your Accounts attached to *Online and Mobile Services*. The first time that you sign on to the service using the Sign-On ID and the temporary Password provided by us you will be required to change your Password. In addition, when logging into the service or conducting certain transactions, you will be prompted to enter a validation code which will be delivered to you.

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 as your Password, or the word "Password". You agree that you will not, under any circumstances, disclose your Password to anyone, including anyone claiming to represent us. You acknowledge that we will never ask you for your Password, and that our employees do not need your Password for any reason. We reserve the right to terminate your registration at any time.

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 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 agree to instruct your Account Administrator and all Users to whom PINs have been issued about these security procedures.** 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* and perform all transactions, including reviewing Account information and making transfers to other Accounts and to other persons, and that you will be responsible for all such activity.

For certain higher risk activities, you may be required to provide a validation code that we send to you by either email or text message to enter as a confirmation for the activity being requested. Therefore, it is important that you fully understand the activity being authorized.

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 other than your designated Authorized Representatives. You agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, caused by you, your Authorized Representatives, your employees, or your agents' failure to keep these Security Procedures confidential and secure.

- B. Reporting Unauthorized Transactions.** You should notify us immediately if you believe any of your Security Credentials have been lost or stolen; or that someone has transferred or may transfer money from your Account

without your permission; or if you suspect any fraudulent activity on your Account through the *Online and Mobile Service*. The quickest way to notify us is by telephone at 610.366.1800, toll-free 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.

You understand and agree that you will not have the benefit of any consumer law, such as the Electronic Fund Transfer Act and Regulation E implementing that Act, limiting liability with respect to unauthorized use of the *Online and Mobile Service*, your Security Credentials, and your Account. This means that you are solely responsible for all transactions relating to your Account made using our *Online and Mobile Service* and your Security Credentials or the Security Credentials of any of your Users, whether or not such transaction(s) were authorized by you or your User, as long as we processed the transaction in good faith and in conformity with the security procedures set forth in this Access Agreement. You agree to indemnify and hold us harmless from any loss suffered or liability incurred by us in, or arising from, our execution of any transaction relating to your Account. You accept and agree to undertake the additional risk and greater liability associated with the use of the *Online and Mobile Service* in connection with your Account as described in this Access Agreement.

VIII. FEES.

A. AmericanBank Online & Mobile Services. We do not currently charge a monthly fee to access your Account(s) through *AmericanBank Online* or *AmericanBank Mobile*. We reserve the right to impose or change fees 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 online or mobile service provider. In addition, your wireless communications provider 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.

IX. PARTIES' RESPONSIBILITIES.

A. Responsibilities of the Customer. Throughout the life of this Access Agreement, you will have the following responsibilities:

- 1. Naming Your Account Administrator and Your User(s).** As a condition to our obligations under this Access Agreement, (a) by one or more written resolutions acceptable to us, you shall designate your Account Administrator who may be authorized on your behalf to execute and deliver this Access Agreement to us (including any attachments), any modifications hereto and any other documents and notices described herein, and (b) your Account Administrator may designate, one or more "Administrators" or "Users" as your representative(s) authorized to use the *Online and Mobile Service*. **You are solely responsible for the security of your Security Credentials and the Security Credentials and activities of any Users you create. Any transaction made using your Security Credentials or any other delegated User ID is conclusively presumed to have been authorized by you. YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL LOSS OR DAMAGE OF ANY KIND RESULTING FROM ACTS OR OMISSIONS OF YOUR ACCOUNT ADMINISTRATOR AND ANY PERSON TO WHOM YOU GIVE ANY ADMINISTRATIVE OR USER RIGHTS WITH RESPECT TO YOUR ACCOUNTS THROUGH AMERICANBANK ONLINE AND AMERICANBANK MOBILE. YOU ARE RESPONSIBLE FOR ALL LOSS OR INJURY RESULTING FROM ANY UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS.**
- 2. User Administration.** Account Administrators will be responsible for all online activities involving your enrolled accounts. The Account Administrator alone will determine administration rights for other Users which may include: (i) managing, adding and deleting Users; (ii) establishing Account access privileges and authority; (iii) establishing product capability access and authority; (iv) establishing wire and ACH limits, privileges, and authority; (v) resetting Passwords; (vi) changing/maintaining User's Sign-On ID and Password. **You have sole responsibility for the management of all Sign-On IDs and Passwords. The Bank does not have the ability to disable any PIN and shall have no responsibility failing to do so if you request that we take that action.**
- 3. Security Controls.** You acknowledge when processing certain higher risk activities, you may be required to provide a validation to enter as a confirmation for the activity being requested. Therefore, it is important that you fully understand the activity being authorized.

As an additional security control, we strongly recommend you institute dual control procedures requiring more than one individual to perform certain higher risk activities. You understand and agree

that you are solely responsible for all loss or damage of any kind resulting from acts or omissions of your Account Administrator and any person to whom you give administrative or User rights.

4. If you wish to change your Account Administrator it is the responsibility of the business to inform us of the new individual(s) with such authority.

You are responsible for, and we will have no liability to you, for any unauthorized payments, transfers, or other transactions performed on any account linked to the Service that are made by a designated User or Administrator using the Security Credentials you or an Administrator assign.

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 account holder 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 and 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) 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; or (xii) 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 and Mobile Service*, whether caused by the equipment, software, us, 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 (including but not limited to Users designated by your Account Administrator) 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 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.

X. TERMINATION.

Your *Online and Mobile Service* will remain in effect until terminated by you or us. You may cancel your *Online and Mobile Service* at any time by having anyone with signing authority on the account notify 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 *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.

XI. CHANGES IN TERMS AND OTHER AMENDMENTS.

We may amend this Access Agreement (including changes in fees and charges) at any time. If the change would result in increased fees for any 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 and Mobile Service*, we may notify you of the change in terms by mail or by posting a notice on our website. If you wish to decline to be bound by the changes, you should terminate the Account or discontinue the *Online and 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 and 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.

XII. 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 agreement
- D. Scope of Agreement.** This Access Agreement, together with all other Account Agreements, represents our complete agreement with you relating to our provision of the Service. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this Access Agreement, or the 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 Security Credentials.
- 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 yours 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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