

## **AmericanBank Online & Mobile Business Access Agreement (Online & 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, 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, loan bills & tax documents. 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 or Quick Books.
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. External Transfers. Transfer funds to/from your account at another financial institution to/from your American Bank accounts. (separate agreement required)

14. 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.
15. Send secure 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 message 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.

## **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 accessed 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 must register, 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 with a supported operating system. The Apps are available for download on an iPhone® and Android® mobile device (not

an Android® tablet or iPad® ). 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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