

ELECTRONIC SERVICES AGREEMENT ONLINE BANKING

This agreement describes your rights and obligations as a user of the Online Banking service or the Bill Payment services ("Services"). It also describes the rights and obligations of The Juniata Valley Bank. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

Definitions

The following definitions apply in this Agreement. "Online Banking" is the Internet-based service providing access to your Juniata Valley Bank account(s); "Online Account" means any Juniata Valley Bank account from which you will have access to using a Service. "Time of day" references are to Eastern Standard Time or Eastern Daylight Time, as applicable. "Service" means the Bill Payment Service offered by Juniata Valley Bank, through FIS. "Agreement" means these Terms and Conditions of the bill payment service. "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. "Payment Instruction" is 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). "Funding Account" is the checking account from which bill payments will be debited. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays. "Send On Date" is the day you want your payment to be sent out and is also the day your Funding Account will be debited, unless the Send On Date falls on a non-Business Day in which case it will be considered to be the following Business Day. "Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing. The words "we", "us", "our", or "Bank" refer to The Juniata Valley Bank and "Customer", "you", and "your" refer to the accountholder authorized by the Bank to use the Online Banking Service under this Agreement.

Access to services

To use the Service, you must have at least one account at The Juniata Valley Bank and access to Internet service. Once we have received your application, the Bank will provide instructions on how to use the Online Banking service or Bill Payment service. You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your user ID, and your Password.

Hours of operation

The Online Banking service is available 24 hours a day, 7 days a week, except during special maintenance periods. For purposes of transactions, The Juniata Valley Bank's business days are Monday through Friday, excluding holidays. All Online Banking transactions received after 3:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the next business day.

Use of your Security Password

You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. In order to protect yourself against fraud, you need to adhere to the following guidelines:

- a. Do not give out your account information, User ID, or Password.
- b. Do not leave your PC unattended while you are in the Bank's Web Site
- c. Never leave your account information within range of others, and
- d. Do not send privileged account information (account number, Password, etc) in any public or general email system

You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

If your Password has been lost or stolen

You are responsible for viewing email alerts of password changes. If your Password has been lost or stolen, call us immediately at (855) 582-5101. Telephoning us is the best way of minimizing your losses. If you believe your Password has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Password and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

Equipment Requirements: The Juniata Valley Bank's online banking service requires a computer or other access device connected through an Internet Service Provider ("ISP") with a qualified Web browser supporting at a minimum 128-bit SSL encryption. You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and internet access services necessary to use the Service such as Cookies Enabled (first- and third-party), JavaScript Enabled, Minimum Screen Resolution 1024 x 768 pixels, PDF Reader and Adobe Flash Player Latest version. By accessing the Service, you confirm that your hardware, software, and browser meet these requirements.

You agree that Bank will not be liable for any direct, indirect, incidental or consequential costs, expenses or damages, including lost savings, interest, attorney's fees, profits, data or business interruption. Bank shall not be responsible for any virus that affects your computer or software while using the service. You also agree to be responsible for any and all charges incurred when connecting to your ISP including but not limited to subscriptions, telephone line and long distance charges.

Banking transactions with Online Banking

The Service is available 7 days a week, 24 hours a day through Internet connection at www.jvbonline.com. When accessing your Online Accounts, you may

- view account information
- transfer funds between accounts
- determine what checks and bill payments have cleared your account

New services may be introduced for Online Banking from time to time. We will notify you of the existence of these new services if you have provided us with your email address. By using these services when they become available, you agree to be bound by the rules which will be made available to you concerning these services.

Bill Payment Service

Online Bill Payment Services are provided to you for your convenience, at your request. The actual payment of such bills is handled by an independent third party and the Bank cannot and will not guarantee or be held responsible for the completion and accuracy of such transactions. The Service permits you to use your Internet-enabled device to direct payments from your designated online Funding account to third parties you wish to pay. Your funding account must be a checking account. By using the Service, you agree that all payments you make will be deducted from the account that you designate as your funding account for the Service. 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 payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives

The following limitations apply:

- Bill payments may be made in any number and dollar amount up to a daily maximum of \$9999.00 to any one merchant.
- Bill payment may be made only to merchants within the United States
- Recurring bill payments may be scheduled for the same day every month but they must be for the same dollar amount.

- This product does not support any court-directed, government or tax related payments. Payments set up to go to any of these payees may not be paid.
- Bill payments will not be made if funds in the designated checking account are not sufficient to make the payment on the business day you have scheduled. If there are non-sufficient funds, the debit will be returned to the Bill Payment Provider via banking channels. The ACH return will prompt the system to block your account, preventing you from making more payments until the NSF is resolved. Any recurring future dated payments scheduled for release during the time the account is blocked will not be sent. If your bill payment is NSF, the Bank will assess NSF fees according to our fee schedule.

If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your funding account the following business day (e.g. Monday). The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods include an electronic payment or a mailed check.

After funds are withdrawn from your funding account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

When you create a new payee in the service, you should schedule a payment to a new payee at least ten (10) business days before any payment due date to allow time to set up the payee and verify information about your account with the payee. For all subsequent payments, you agree to allow at least five business days between the date you schedule a payment and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period.) If the payment is an Automated Clearing House (ACH) electronic payment, it will take up to three business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Service will send a check that may take up to five business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges, or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bill Payment service will work with the payee on your behalf to attempt to have any late fees or charges reversed.

If you send a payment by 2:00 p.m., the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Service, the time recorded on the Online Banking service will be considered the official time of the transaction.

How to cancel a bill payment

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

Stop payment requests for the Bill Payment Service

Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment that has been paid electronically. You may be able to stop a bill payment paid by check by contacting the Service by telephone before the check has cleared. (You will have to contact the Service by telephone at 1-800-823-7555 to determine if the check has cleared). If the check has not cleared, the Service will process your stop-payment request. To be effective, this type of stop payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and the scheduled date of the payment, and the confirmation number from the Service's Payment History screen.

Bill Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting 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. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may 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. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the 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.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. 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.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail 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.

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. The Service 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. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service 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.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is 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 addressed with the Biller directly.

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

Bill Payment Fees

You agree to pay such fees as The Juniata Valley Bank may impose in accordance with our Electronic Bill Payment Authorization. Such fees shall be paid by a debit to your primary checking account.

Electronic Mail

If you send the Bank an electronic mail message, we will be deemed to have received it on the following business day. We will have a reasonable time to act on your email. You should not rely on electronic mail if you need to communicate with us immediately – for example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. General or public email transmissions are not secure. We request that you do not send us or ask us for any sensitive information such as account numbers, User ID, account information,

etc by any general or public email system. If you wish to contact us electronically, please use the Guestbook provided on our Online Banking site which is a secure method. Use the Guestbook for contacting the Bank regarding any confidential matter.

You agree that we may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign onto the Service within that time frame.

Additional Security Guidance for Mobile Banking

Mobile Banking Security Advice:

- Secure your mobile device as you would a credit card. A lost or stolen unsecured mobile device can leave YOU at risk.
- Store your device in a secure location.
- Password/PIN-protect your mobile device AND set it to auto-lock the keyboard when not in use to prevent third party access to your mobile device and any information stored within.
- Turn off the "Remember User ID/Password" feature on the mobile browser.
- Do not store banking login information on the mobile device.
- Delete messages and regularly scheduled financial institution alerts that contain account information, including account balances.
- Do not send account numbers, passwords, PINs, dates of birth, driver's license numbers, personal identifiers or any other confidential information in e-mail or text messages. Text messages are not encrypted in the same manner as your mobile device information. Third parties gaining access to your phone can view any sent or received text messages not yet deleted.
- Scrub mobile devices of any personal identifying information before lending out, discarding, or selling your mobile device.
- Download information (photos, ring tones, video clips, etc.) from trusted sources ONLY.
- Install a "locate/kill/wipe" application on the device to maintain information security for lost or stolen devices. Contact your carrier for available applications for your device.
- Install anti-virus software on your mobile device. Contact your carrier for specific information on available antivirus software for your device. Do not hack or modify your mobile device as this can leave your device open to infection from a virus or Trojan.
- Protect your mobile device from fraudulent e-mail and text messages designed to transmit viruses and Trojans:
- Never open or respond to a text message or email from someone you do not know.
- Never use links within text messages or emails from someone you do not know and trust.
- Always proceed with caution no matter who sends a text message or email.
- Never respond to a text message or email by providing personal identifying information such as password, user ID, PIN, etc.
- Be certain you have reached a safe website when using your mobile device by turning on the "show URL" or "show address bar" option to display the website addresses; they should start with "https://." Check the information that came with your device for specific instructions.
- Update your mobile phone number information via your PC Internet Banking account immediately following a phone number change or loss of your mobile device. For personal assistance, call our Customer Care Center at (855) 582-5101.

Security Notifications

It is important that you understand both the protection and limitations of the security measures provided by The Juniata Valley Bank's SMS Text Banking service in the event your mobile device is lost or stolen. Security protections provided by the service include:

- No non-public personal data is sent to or stored on the mobile banking device by the SMS Text Banking service
- SMS Text Banking does not permit the payment of bills or the establishment of new payees; these functions must be performed via Internet Banking
- Fund transfers are limited to the accounts of the Internet Banking user

- Account numbers are masked except for the last four digits

Limitations of the security measures provided by the service include:

- SMS Text Banking cannot be disabled after being inactive for a certain period of time
- SMS Text Banking messages are not encrypted
- If you lose your mobile device and do not deactivate the service or disable or wipe the device, someone with access to your device could view the content of banking text messages (such as account balances and recent history) and attempt to use this information to perpetrate identity theft or perform unauthorized fund transfers between your accounts

Security Acknowledgements

You acknowledge that you

- have been informed about the online/mobile banking security measures recommended by the Bank in this agreement;
- understand the security benefits of implementing these measures and the additional security risks associated with failing to implement them;
- understand that the use of online/mobile banking services is at your own risk and that the Bank is not liable for any damage, loss or consequential damage which you may suffer as a result of your failure to implement the recommended security

In case of errors or questions concerning your Online Banking transactions

In case of error or questions concerning your Online Banking transactions, telephone us at (855) 582-5101 or write us at: The Juniata Valley Bank, ATTN Electronic Banking Department, P.O. Box 66, Mifflintown, PA 17059 as soon as possible if you believe your statement is incorrect or if you need more information about a transaction listed on your statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You must do the following:

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

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we do not receive your complaint in writing within ten (10) business days, we may not credit your account.

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

You agree that we may respond to you by electronic mail with regard to any claim of unauthorized electronic fund transfers related to the Service. Any such electronic mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign onto the Service within that time frame.

Statements

You will receive a monthly statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

If your statement shows transfers that you did not make, notify the Bank immediately by calling (855) 582-5101 or by writing The Juniata Valley Bank at: The Juniata Valley Bank, ATTN: Electronic Banking Department, P.O. Box 66,

5/1/2020

Mifflintown, PA 17059. If you do not notify the Bank within 60 days after the statement was mailed to you, you may not recover any money lost after the 60 days which would not have been lost if we had been notified in time. If certain circumstances (for example a long trip or hospital stay) delayed you from contacting us, we will extend the time periods.

Our liability for failure to make a transfer

If we do not complete a transfer described in these disclosures on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- c. If your account is subject to the "Special Rules for New Accounts" contained in our "Funds Availability Disclosure" that applies during the first 30 days your checking account is opened.
- d. If the money in your account is subject to legal process or other claim restricting such transfer.
- e. If you have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
- f. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- g. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, if you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.
- h. There may be other exceptions stated in our agreement with you.

In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

Disclosure of information to third parties

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

- a. Where it is necessary to complete transactions
- b. To verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau or merchant
- c. In accordance with your written permission
- d. In order to comply with court orders or government or administrative agency summons, subpoenas, orders, examinations and escheat reports
- e. On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978
- f. As explained in a separate Privacy Disclosure

Other agreements

In addition to this Agreement, you and The Juniata Valley Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking service or the Bill Payment service is your acknowledgment that you have received those agreements and intend to be bound by them. You should review other disclosures received by you when you opened your accounts with the Bank.

Modifications to this Agreement

We may modify the terms and conditions applicable to electronic Services from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and

you will have been deemed to have received it three days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

Inactivity/Termination

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your electronic banking privileges (including Bill Payment Service) under this agreement without notice to you if you do not pay any fee required by this Agreement when due, if you do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive ninety (90) day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking and/or Bill Payment service, you must notify The Juniata Valley Bank and provide your name, address, if you are discontinuing Online Banking, Bill Payment Service or both, and the effective date to stop the service. When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify us by one of the following methods:

- by sending an email to ibanking@jvbonline.com
- by calling (855) 582-5101 or any of our offices
- by writing to us at:

The Juniata Valley Bank
Attention Electronic Banking Department
P.O. Box 66
Mifflintown, PA 17059

FinanceWorks & Debit Rewards Offers -- End User License Agreement

In addition to the above content, if you decide to use either FinanceWorks or the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities

that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP. The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS. Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

USE, STORAGE AND ACCESS. We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

THIRD PARTY SERVICES. In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES. The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS. You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

DEBIT REWARDS OFFERS. If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Debit Rewards. You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will

distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided “as is” and “as available”.
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

Governing Law

This Agreement is governed by the laws of the State of Pennsylvania and applicable federal law.