

JVB Business Mobile Banking

Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS MOBILE SMART APPLICATION.

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY The Juniata Valley Bank (JVB) FROM TIME-TO-TIME AND POSTED ON THIS SERVICE. For purposes of these terms and conditions the term "JVB" includes The Juniata Valley Bank's affiliates, as applicable.

No Warranties

Although JVB attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the SERVICE, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. THE SERVICE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" BASIS. USE OF THE SERVICE AND ITS CONTENTS IS AT THE USER'S SOLE RISK. THE SERVICE AND ITS CONTENTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, JVB ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OPERATED BY A THIRD PARTY.

Finally without limitation as to the foregoing, in regard to Limitation of Liability

IN NO EVENT WILL JVB OR ITS SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S USE OF THE SERVICE OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SERVICE OR ANY SERVICE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS SERVICE OR ANY OTHER SERVICE, EVEN IF JVB IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Use of SERVICE

Contents are included in this SERVICE solely for the private use of SERVICE users. You may not copy (other than a copy for private use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of this SERVICE without the prior written consent of JVB, which may be withheld in its sole discretion.

Copyrights and Other Intellectual Property

Except where otherwise expressly noted or as noted below, all Contents of this SERVICE, including the graphics, icons and overall appearance of the SERVICE, are the sole and exclusive property of JVB and/or its subsidiaries or affiliates. Certain of JVB's trademarks and/or servicemarks are also listed below. The posting of the Contents of this SERVICE neither constitutes a waiver of any of JVB's proprietary rights or any other party's proprietary rights, including but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the SERVICE user or to any third party. Contents of this SERVICE are protected by United States and international copyright laws, both as individual works and as a collection and by United States and international trademark

laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the SERVICE.

The display of third party trademarks within this SERVICE does not grant a license of any kind to the reader. Any downloading of material contained in the site, or of any site linked to the site may be a violation of federal trademark and copyright laws. Any downloading of Contents of this SERVICE or any SERVICE linked to this SERVICE may be a violation of federal and other trademark laws and federal copyright laws.

Links to Other SERVICES

JVB may establish links between this SERVICE and one or more SERVICES operated by third parties. JVB has no control over any such other SERVICES or the contents therein. The existence of any such links shall not constitute an endorsement by JVB of such SERVICES, the contents of the SERVICES, or the operators of the SERVICES.

Transmissions to and from this SERVICE

Except where expressly indicated otherwise, transmissions to and from this SERVICE or directed to JVB, including E-mails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the appropriate business unit at JVB. Please do not use E-mail to send us communications which contain confidential information, which we require to be in writing, or which need our immediate attention. Please call 717-436-3214 or write us instead at this address:

The Juniata Valley Bank
Attention: Electronic Banking Department
PO Box 66
Mifflintown PA 17059.

Any transmission to this SERVICE, including E-mails shall be deemed and remain the property of JVB. JVB shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a SERVICE user to JVB through this SERVICE.

Modifications

JVB may at any time make modifications, changes, and alterations to the Contents of this SERVICE, including these Terms and Conditions, without prior notice. You are responsible for regularly reviewing these Terms and Conditions. Your continued use of this SERVICE following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, without regard to the conflict of laws thereof, and to the laws of the United States.

Venue

Disputes arising from the use of this SERVICE shall be exclusively subject to the jurisdiction of any federal or state court for Commonwealth of Pennsylvania.

Severability

To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent

necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

Waiver

No waiver by JVB of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

General Description of JVB Business Mobile Banking Agreement

What Does This Agreement Cover

This Agreement between you and JVB governs the use of JVB Business Mobile Banking services. These services permit JVB Business Internet Banking customers to perform a number of banking functions on accounts linked to the service through the use of a mobile device or mobile smart telephone. Unless indicated otherwise by the context, "linked JVB accounts" or "linked accounts" refers to all of your accounts (checking, savings, money market, commercial loan, and commercial line of credit account) with JVB that you have linked to JVB Business Mobile Banking solution.

Accepting the Agreement

When you use any of the JVB Business Mobile Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

Relation to Other Agreements

Your use of Mobile Banking services may also be affected by the agreements between us for your linked JVB accounts. When you link an account to JVB Business Mobile Banking services, you do not change the agreements you already have with us for that account. Similarly, when you use Mobile Banking services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements 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 account with JVB Business Mobile Banking services.

Mobile Banking for Businesses

You may use JVB Business Mobile to:

- View current balance information for your linked JVB accounts.
- Review available transactions for your linked accounts.
- View branch locations and contact information.
- View account alerts and notifications.
- View public information such as 'About Us' and contact information.
- Send us secure mobile mail messages and questions regarding your Mobile Banking service.
- Transfer funds between your linked internal JVB accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.

Description of JVB Business Mobile Banking Services

Internal Account Transfers

- Processing of Transfer Requests
 - Transfers can be made in 2 ways, on a 1-time basis. 1-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount

- is transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account which occurs every 2 weeks.
 - One-time immediate transfers can be made from most linked JVB accounts to most linked JVB accounts.
 - Scheduled and recurring transfers can be made from most linked JVB accounts to most other linked JVB accounts.
- Transfers from a deposit account are immediately reflected in the account's available balance. Transfers from a line of credit account are immediately reflected in the account's available credit amount.

Scheduled and Recurring Transfers

- Transfers scheduled for a weekend or a non-bank business day will be processed on the prior bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.
- Transfers to Credit Accounts
 - Funds transferred as a payment to a Commercial Loan or Line of Credit, account before 4:00 p.m. ET will be credited with the date the payment is submitted. Transfer payments submitted after 4:00 p.m. ET may not be credited until the next day's date. Updates to account balances, funds availability, and transaction posting may take up to 2 bank business days.
- 1-Time Transfers to Deposit Accounts
 - Transfers to a JVB deposit account made prior to 4:00 p.m. ET on a business day will appear with the same day's date in the deposit account transaction history.
 - Transfers to a JVB checking account made after 4:00 p.m. as described above on a business day but before 11:59 p.m. may be included in the available balance we use to pay transactions that night. This process may impact when fees apply to your account. Credits can help you avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance we use to pay transactions that night, they will appear with our next business day's date in the deposit account transaction history.
 - Please note, transfers to any deposit account on a Saturday, Sunday or bank holiday, will appear with our next business day's date in the deposit account transaction history.
 - All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance.

Transfer/Payment Authorization and Sufficient Available Funds

- You authorize JVB to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- The completion of a transfer or payment is subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.
- At our option, we may make a further attempt to issue the payment or process the transfer request.

- JVB is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

Canceling Transfers and Payments

- Transfers
 - You cannot cancel a 1-time immediate transfer after it has been submitted in mobile Banking and the information has been transmitted to us.
 - Future-dated and recurring transfers can be canceled prior to midnight ET on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.

Other Terms and Conditions

Monthly Service Charge

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with your JVB Business Mobile Banking service.

Other Charges

In addition to the fees already described in this Agreement, you should note that depending on how you access JVB Business Mobile you might incur charges for:

- Normal account fees and service charges.
- Any Internet / Cellular / Data service provider fees.
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through mobile Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Additionally, fees may be assessed for added self-service features available through mobile Banking customer service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- We may charge you a research fee of \$15.00 per half hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

Hours of Operation / Service Contact

JVB Business Mobile Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades and due to circumstances beyond our control. When this occurs, a message will be displayed on-line when you sign on to Business Online Banking. Our Electronic Banking Department is available from 8:00 a.m. to 4:00 p.m. ET, Monday through Friday excluding bank holidays. You may contact the Electronic Banking Department by using the E-mail link in JVB Business Mobile or by phone (717)436-3214.

You may also write us at:

The Juniata Valley Bank
Attention: Electronic Banking Department

PO Box 66
Mifflintown PA 17059.

Business Days

For JVB Business Mobile services, our business days are Monday through Friday, excluding bank holidays.

Canceling Your Online Banking

If you choose to cancel your Online Banking services, JVB Business Mobile service and any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. JVB will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary checking account, or if it's no longer linked to your service, your Online Banking service will end, and any unprocessed payments will be canceled. If you cancel your Online Banking services, Transfers outside JVB will also be canceled.

Multiple Signer Accounts

When your JVB Business Mobile service is linked to one or more accounts with more than 1 authorized signer, we may act on the verbal, written or electronic instructions of any authorized signer.

Changes to Agreement

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you initiate any transfer of funds through your mobile Banking after the effective date of a change, you indicate your agreement to the change.

Cancellation

Your JVB Business Mobile service remains in effect until they are terminated by you or JVB. You may cancel your service at any time by notifying us of your intent to cancel in writing, through mobile Banking secure mail, or by calling the Electronic Banking Department 1-(717)436-3214. This cancellation applies to your JVB Business Mobile services, and does not terminate your JVB deposit or credit accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in JVB Business Mobile services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

Use of External Email Address

With JVB Business Mobile Banking services we may send messages to your external email address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within JVB Business Mobile Banking services. We cannot act on instructions sent by you from an external email address. You should use JVB Business Mobile secure mail to send instructions to JVB. If, for any reason your external email address changes or becomes disabled, please contact JVB immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Customer Service tab within your JVB Business Mobile Banking service.

Transfers From Savings and Money Market Deposit Accounts

Federal regulations and the deposit agreement impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings and money market deposit account. You can make no more than a total of six (6) check or debit card transactions (if applicable), automatic or preauthorized transfers, telephone transfers, or mobile Banking transfers or payments from a savings or money market deposit account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle). If you exceed these limits on more than an occasional basis, we convert your account to another type of account and your account may no longer earn interest.

Each transfer or payment through JVB Business Mobile Banking services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. Please review the deposit agreement for your account for more information.

Contact by JVB or Affiliated Parties

Neither JVB, nor any company affiliated with JVB Business Mobile will contact you via email or phone requesting your mobile ID or mobile passcode. If you are contacted by anyone requesting this information, please contact us immediately.

Disclosure of Account Information

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers or to investigate or resolve a problem related to a transfer or payment
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation
- If you give us your written permission
- With our affiliates as permitted under Federal and applicable state laws
- On a closed account, if we reasonably believe you have mishandled it.

Limitation of Liability for Mobile Banking Transactions

Tell us at once if you believe your mobile Banking passcode has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your mobile Banking services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan.

Your JVB Business Mobile ID and passcode shall match your Business Internet Banking ID and passcode (together credentials). These credentials identify you as the conductor of any JVB Business Mobile transaction performed and therefore **must not** be shared with **anyone**.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every mobile Banking session.

Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account 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. For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer
- If mobile Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken
- If there are postal delays or processing delays by the Payee

There may be other exceptions not specifically mentioned.