

First Columbia Bank & Trust Co. Business Online Banking Agreement

1. Agreement

This Business Online Banking Agreement (“Agreement”), which includes the Fee Schedule and Enrollment Form, is a contract establishing the rules which cover your electronic access to your accounts at First Columbia Bank & Trust Co. (“Bank”) through Online Banking (“System”). **By using Online Banking, you accept all terms and conditions of this Agreement. Please read it carefully.** The terms and conditions of the deposit agreements continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the Commonwealth of Pennsylvania (except to the extent this Agreement can and does vary from such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. If more than one account holder, each account holder is jointly and severally responsible for the obligations of the account holder under this Agreement. This Agreement is binding upon your heirs and the Bank’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule and any deposit or credit agreements you now have or may in the future have with us, constitutes the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

2. Definitions

As used in this Agreement, the words “we,” “our,” “us,” and “Bank” mean First Columbia Bank & Trust Co. “You” and “your” refer to the account holder authorized by the Bank to use Online Banking under this Agreement and anyone else authorized by that account holder to exercise control over the account holder’s funds through Online Banking. “Account” or “accounts” means your accounts at the Bank. “Electronic funds transfers” means ATM withdrawals, pre-authorized transactions, point of sale transactions and transfers to and from your Bank accounts using Online Banking and electronic bill payment. “Online Banking Services” means the services provided pursuant to this Agreement. “Business days” means Monday through Friday. Holidays are not included.

3. Internet Security Information

Our Online Banking Service utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In-depth information on many of the techniques and features employed by the system can be viewed or printed from our website in our Customer Awareness Program. In addition to our login security, we use SSL (secure sockets layer) encryption technology for everything done in the system. Your browser automatically activates this technology when it attempts to connect to our system and it will support only 128-bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the “secure session” by changing the appearance of a small padlock icon at the bottom of the screen from open to locked. What this means to you is that your communications are scrambled from browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet. Additionally, our servers have been certified by a “Certificate Authority” to assure you that you are actually talking to our servers instead of someone pretending to be us.

4. Enrollment Process

The service requires the customer to complete the initial enrollment process. This involves completing an enrollment form and delivering it to the Bank. The information on the enrollment form will identify everything we will need to enable the service. On the enrollment form, you will authorize Administrator rights to the user you choose. Once we have received your signed enrollment form and verified your

account information, we will contact the Administrator with confirmation of our acceptance of your enrollment, along with his or her assigned username and temporary password.

When you add an Online Banking Administrator who is not an authorized signer on the account (s) and that Administrator subsequently adds Sub-Users, it is your responsibility to ensure you know the identity of the users. This responsibility includes ensuring the users are not on any government watch lists, including the Office of Foreign Assets Control (OFAC) list.

5. **Access**

To use Online Banking, you must have at least one account at the Bank, access to Internet service, and a valid e-mail address.

Upon initial login, Online Banking will ask the user to authenticate his or her identity via a One-Time Security Code by a phone call or text message to a number that has been previously provided to the Bank. This method of identifying you is known as Out-Of-Band Authentication, and it provides greater protection against fraudulent access to user account information.

Online Banking can be used to access only the Bank accounts associated with your business tax identification number. All accounts opened after this Agreement has been signed and that are accessed through Online Banking will be subject to the terms of this agreement. The Bank reserves the right to revoke online access to your accounts without prior notification.

Access to your accounts through Online Banking will be based upon the identification of users and authority levels specified by your Online Banking Administrator. You understand that the Administrator will be able to access accounts(s) to view balances, account history, statements, and check images, to change delivery preferences (i.e. paper or paperless) for statements and other documents, to transfer funds between accounts, deposit checks, re-order checks, change an address, initiate stop payments, wire transfers, payroll transactions, tax payments, ACH transactions, and pay bills depending on what type of access has been requested for the account(s).

Online Banking users (both Administrators and Sub-Users) must log in at least once every six (6) months. Inactive Online Banking Access can be closed for inactivity after a period of six (6) months for security purposes.

6. **Hours of Access**

You can use Online Banking seven days a week, twenty-four hours a day, although occasionally some or all Online Banking services may not be available during nightly processing or due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Bank's website.

7. **Access to Account Data**

Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of the Bank Business day, some transactions may not be reflected in the system until the next Bank Business day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you may contact the Bank.

8. **Your Password**

For security purposes, you are required to change your password upon your initial login to Online Banking. You determine what password you will use; the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password. Passwords are force-changed every 90

days. Upon three unsuccessful attempts to use your password, your access to Online Banking will be locked. To re-establish your authorization to use Online Banking, you must contact us to have your password reset or to obtain a new temporary password. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down.

9. **Security**

You understand the importance of your role in preventing misuse of your accounts through Online Banking, and you agree to promptly examine the periodic statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and other confidential identifying information. You understand that confidential identifying information by itself or together with information related to your account may allow unauthorized access to your account. Your password and username are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security; Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other.

Notwithstanding our efforts to ensure Online Banking is secure, you acknowledge that the Internet is inherently insecure and all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Bank's Online Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

The Bank accepts liability when there is a compromise involving the Bank's systems and telecommunications (e.g. encryption key compromise, database server compromise).

The Customer accepts liability when their systems and telecommunications are compromised (e.g. malware on their systems, breach in physical security).

10. **Business Administrators**

The Business authorizes its Administrator to, among other matters, (i) receive, maintain, and distribute all Access Codes; (ii) set up Sub-Users on Online Banking; (iii) assign and delegate Online Banking privileges and restrictions to Sub-Users based on your business needs and requirements including, without limitation, account access, initiation access, initiation approval levels, and transaction initiation capabilities; and (iv) utilize all other functions provided via Online Banking.

The Administrator will select for each Sub-User a username and temporary password. You understand that the actions of your Online Banking users are the full responsibility of the Business. You also understand that, based on access rights designated by the Administrator, Sub-Users may be able to view balances, account history, statements and check images, to change delivery preferences (i.e. paper or paperless) for statements and other documents, to transfer funds between accounts, deposit checks, re-order checks, change an address, initiate stop payments, wire transfers, payroll transactions, tax payments, ACH transactions, and to pay bills depending on what type of access has been requested for the account(s) and the access granted by the Administrator. The Administrator is responsible for ensuring that each Sub-User has access to only the transactions and data necessary to perform his or her job functions. Such authority shall continue to be effective until and unless you give written notification to the Bank that such authority has been revoked. Administrators are responsible for locking the access rights of Sub-Users who are no longer employed by or volunteers for the Business. The Business must notify the Bank by secure message or by completing an Online Banking Business Change Form that the user should be removed permanently from the Business Online Banking profile.

You agree that you are responsible for the actions of your Online Banking Administrator and for the security of your usernames and passwords; you also agree to properly safeguard this information. The usernames and passwords of both the Administrators and Sub-Users identify and authenticate the Business when accounts are accessed. You authorize the Bank to rely on this authentication procedure to identify the Business when the Business accesses or uses the Bank's Online Banking system, and as signature authorization for any payment, transfer or other service. You acknowledge and agree that the

Bank is authorized to act on any and all communications or instructions received using the usernames and passwords, regardless of whether the communications or instructions are authorized or intended. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the account holder.

Unless Dual Control access has been elected, all transactions in Online Banking can be performed by one individual, regardless of the Business' desire to utilize two or more signatures on a paper check. However, the Administrator has the ability to remove dual control constraints from Sub-Users.

11. Notification

- a. Subject of Notification. You must notify the Bank of any of the following situations:
 - i. You suspect that your computer or device may have been hacked
 - ii. You realize that your login credentials may have been compromised
 - iii. Your Administrator is no longer employed by the Business
 - iv. You wish to add another Administrator
 - v. You wish to make an existing Sub-User into an Administrator
 - vi. You wish to permanently remove a user (Administrator or Sub-User)
 - vii. You wish to change your limits for ACH or Wire Transfer access
 - viii. You wish to revoke the Business Online Banking access
- b. Form of Notification. Notification may be made by any individual designated on the Business Resolution on file with the Bank. The Notification must be in writing.
- c. Method of Notification. Notification may be via secure messaging through Online Banking or by completing and signing the Business Online Banking Change Form (available by request in person or by phone). The signed form may be mailed, faxed, e-mailed, or hand-delivered to the Bank.
- d. Receipt of Notification. Notification is considered received at the time the Bank opens the secure message, the fifth business day following mailing, the time a successful fax confirmation is received, the time a read receipt is received from e-mail delivery, or at the time of hand-delivery to a Bank employee.
- e. Timely action by Bank. The Bank shall be provided a reasonable time to act on written notification. A reasonable time is considered to be one full business day.

12. Fees and Charges

You agree to pay the fees and charges as set forth in the current fee schedule for your use of Online Banking Services. These fees are subject to change at our discretion. You agree all fees and charges will be deducted from the Bank checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request not covered by this Agreement. You are also responsible for telephone and Internet service fees incurred in connection with your use of Online Banking.

13. Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking. You may not gain, or attempt to gain, access to any Online Banking server, network or data not specifically permitted to you by the Bank or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with the Bank.

14. Posting of Transfers

Transfers requested after our nightly processing will be processed on the next business day. Nightly processing typically occurs after 9:30p.m. Eastern Time but may occur earlier or later under certain circumstances (i.e. bank holidays, weather emergencies, other unforeseen circumstances, etc). All transfers requested on Saturday, Sunday, or a bank holiday, will be processed on the next business day.

15. Overdrafts (Order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. Electronic fund transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled; and
- c. In the event that electronic fund transfers initiated through Online Banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

16. Limits on Amounts and Frequency of Online Banking Transactions

The number of transfers from Bank accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

17. Stop Payments

You may initiate stop payment requests via Online Banking for paper checks you have written on your Bank accounts. Online stop payment requests are processed no later than 11:00 a.m. Eastern Time on the business day following the date the stop payment has been requested online. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount of the check, and the date of the check. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing within 14 days of an oral or electronic stop payment order, or within seven (7) days of the Bank's request, whichever is later. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. We do not guarantee the ability to stop or cancel any payment.

18. Disclosure of Account Information and Transfers

You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and transactions such as large currency and foreign transactions must be reported to the government. We may also provide information about you to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to Online Banking. You agree and hereby authorize all of these possible transfers of information.

19. Unlawful Internet Gambling Enforcement Act Notice

You are prohibited from processing credit, funds, or proceeds of unlawful gambling through your account.

20. Periodic Statements

You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic statements for your Bank accounts.

21. Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency of dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We will post any required notice of the change in terms on the Bank's Online Banking website, or forward it to you by e-mail or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any, or all, of the subject Online Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

22. In Case of Errors or Questions about Your Electronic Transfers, Including Electronic Bill Payments

Contact the Bank immediately if you think your statement contains an error, 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 the FIRST statement upon which the problem or error appeared. When you contact us:

- a. Tell us your name and account number;
- b. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information;
- c. Tell us the dollar amount of the suspected error; and
- d. If the suspected error relates to a bill payment made via the Online Banking Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number and the payee account number for the payment in question.

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in writing by postal mail or fax within 5 business days. We will communicate the results of our investigation to you within 10 business days after you contact us 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 provisionally credit your account within 10 business days for the amount you think is in error, so you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 5 business days, we may not provisionally credit your account. If we decide there was no error, we will send you a written explanation within 3 days after completion of our investigation. You may ask for copies of the documents we used in our investigation. If we have made a provisional credit, a reversing debit will be made from your account.

23. Our Liability for Failure to Make a Transfer

If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. Our liability, however, is subject to all the limitations and conditions set forth in this Agreement (see Disclaimer of Warranty and Limitation of Liability section below). In addition to other limitations and conditions in this Agreement, we will NOT be liable:

- a. If, through no fault of ours, you do not have enough money in your account to make a transfer;
- b. If a legal order directs us to prohibit withdrawals from the account;
- c. If there is a hold on your account;
- d. If your account is closed, or if it has been frozen;
- e. If your transfer authorization terminates by operation of law;
- f. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately;
- g. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer;

- h. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts;
- i. If you, or anyone authorized by you, commits any fraud or violates any law or regulation;
- j. If any electronic terminal, telecommunication device, or any part of the Online Banking electronic fund transfer system is not working properly and you knew about the problem when you started the transfer;
- k. If you have not provided us with complete and correct payment information including, without limitation, the name, address, account number, payment date and payment amount for the payee on a payment;
- l. If you have not properly followed the on-screen instructions for using Online Banking;
- m. If your loss is due to your failure to fulfill your obligations under this Agreement, including following the required security procedures (see Required Security Procedures section below);
- n. If the transaction failure or error results from a problem, malfunction, corruption, compromise, or security breach associated with your hardware, software, Internet service provider, or other equipment or services over which we have no control;
- o. If the person or entity to which you direct payment mishandles, delays, fails or refuses to accept a payment sent by us;
- p. If there are delays in mail delivery;
- q. If there is a failure of any payee to correctly account for or credit the payment in a timely manner;
- r. If there are exceptions that would prevent the successful completion of an ACH or wire transfer transaction, including but not limited to customer revocation of the transaction, stop payment by the customer, using an account that is invalid, closed, or that cannot be found, or administrative returns based on a bad effective date, format errors, or use of a non-transaction account;
- s. If applicable law prevents completion of the transaction;
- t. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken; or
- u. As a result of any other circumstances beyond the control of the Bank.

You agree that nothing in this Agreement is intended to impose any liability on us beyond that which may be imposed independently under applicable laws and court decisions.

24. Unauthorized Access

CONTACT US IMMEDIATELY if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any).

25. Disclaimer of Warranty and Limitation of Liability

In addition to the terms previously disclosed, the Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or in any way arising out of the installation, use or maintenance of your personal computer hardware or software. We are not responsible for any error, damages, or other losses you may suffer due to the malfunction or misapplication of any system or service provider you use, including without limitation your browser (Microsoft Explorer®, Google Chrome®, or otherwise), your Internet service provider (ISP), your personal financial management software or other software, (such as Quicken® or QuickBooks®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with Online Banking. You are responsible for the accuracy of the information you input. In addition, The Bank disclaims any responsibility for any electronic virus(es) you may encounter after installation of such software or use of Online Banking. Without limiting the foregoing, neither the Bank nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. The Bank and its suppliers provide Online Banking Services from their own sites and they make no representation or warranty that any information,

material or functions included in Online Banking Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Bank nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking or contained in any third party sites linked to or from the Bank's website. THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. THE BANK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

26. Attorney Fees and Expenses

You agree that, if we recover a monetary award or judgment in any proceeding against you for an amount that you owe us because you have failed to honor your financial obligations to us under this Agreement, you will also be responsible to us for the costs and expenses, including reasonable attorney fees, that we incur in the course of that proceeding and in the collection of the amount owed to us.

27. Indemnification

You indemnify, defend and hold harmless the Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with the terms of this Agreement.

28. Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

29. Your Right to Termination

You may cancel your Online Banking Service at any time by contacting us. Your access to Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. If you choose to terminate Online Banking, any unprocessed payments will **not** be cancelled. **You must therefore cancel any prescheduled fund transfers prior to notifying us that you are discontinuing Online Banking.**

30. Our Right to Termination

You agree that we can terminate or limit your access to Online Banking services for any of the following reasons:

- a. Without prior notice, if you have insufficient funds in any one of your Bank accounts (Online Banking service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits);
- b. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account; and
- c. Upon reasonable notice, for any other reason at our sole discretion.

31. Communications Between the Bank and You – Unless this Agreement provides otherwise, you

can communicate with us in one of the following ways:

- a. Secure messaging – Click the envelope icon next to any transaction or in the “Customer Service > Requests & Messages” section of Online Banking to send an encrypted message;
- b. E-mail – You may contact us by e-mail at olbsupport@firstcolumbiabank.com (please note that e-mails are not encrypted; personal or financial information should not be communicated via e-mail);
- c. Telephone – You may contact us by telephone at (570) 784-1660;
- d. Facsimile – You may contact us by fax at (570) 387-3479;
- e. Postal Mail – You may write to us at: First Columbia Bank & Trust Co., 232 East Street, P.O. Box 240, Bloomsburg, PA 17815; and
- f. In Person – You may visit us in person at any one of our branch locations.

32. Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law may be made electronically by posting the notice on the Bank's Online Banking website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

33. Disclosures

By signing this Agreement, you acknowledge and agree that your rights to use the Online Banking Service under this Agreement are also subject to the terms and conditions originally disclosed at the time you opened your First Columbia Bank & Trust Co. account(s). This includes, but is not limited to, the Deposit Account Agreement, the Funds Availability Disclosure, the Electronic Funds Transfer Disclosure, Protecting the Privacy of Customer Information, and all material disclosures regarding the operations of loan accounts.

34. Required Security Procedures

To better protect your financial information from unauthorized access through the Internet and otherwise, you are expected to have sound security protocols in place. Those protocols must include:

- a. Written security policy and procedures designed to protect the Business' network from unauthorized access (i.e. data breach) and avoid disclosing Protected Information (i.e. account numbers, social security numbers, etc.).
- b. Installation of a security software suite that includes antivirus, anti-spyware, malware, and adware detection from a reputable vendor. You must keep the software up-to-date through an automatic update feature and configure it to perform recurring, automated complete system scans on a routine basis. This will help to protect a computer against known viruses, malware, and adware but you are advised that many viruses, malware, and adware programs are undetectable by antivirus software.
- c. A firewall must be enabled at all times with the latest security updates installed.
- d. Restrictions and controls of usernames and passwords. Usernames and passwords should not be shared but should be privacy protected and securely maintained. Allowing multiple access and failure to secure usernames and passwords creates risks of identity theft and unauthorized access.
- e. Frequent changing of passwords on a regular basis (at least every 90 days).
- f. Creation of strong passwords that include a combination of letters, numbers, and special characters.
- g. Routinely install all new software and hardware patches or use the automatic update feature when available. Ensure all your software, including its operating system and application software, are updated.
- h. Daily review of your Bank transaction histories. You must immediately report to the Bank any suspicious activity in your accounts. There is a limited recovery window, and a rapid response may prevent additional losses.
- i. Immediately report suspected abuses to us and the proper authorities.

35. **Optional Security Procedures** – To better protect your financial information through the Internet, you should:
- a. Be suspicious of unsolicited phone calls, visits, or email messages asking for sensitive information, offering deals that are “too good to be true,” or compensating you for assisting someone with moving funds.
 - b. Never reveal personal or financial information in email, and never respond to email solicitations or hyperlinks for this information.
 - c. Visit websites by manually typing the URL into the browser’s address bar instead of clicking on a link in an email.
 - d. Never send sensitive information over the Internet before checking a website's security (*Verify “https:”*).
 - e. Pay attention to the URL of a website. Malicious websites may look identical to a legitimate site, but the URL may use a variation in spelling or a different domain (e.g., .com vs. .net).
 - f. Verify any suspicious email or information request by contacting the company directly.
 - g. Do not use contact information provided on a website connected to a request; instead, check previous statements for contact information.
 - h. Check for known “*Phishing*” sites with groups such as the Anti-Phishing Working Group (*http://www.antiphishing.org*).
 - i. Review credit card statements on a daily basis.
 - j. When accessing our Online Banking System, please make sure the First Columbia web address is secure (*Verify “https:”*).
 - k. Strongly consider initiating ACH and wire transfers under dual control, with a transaction originator and a separate transaction authorizer.
 - l. Consider establishing daily transaction limits for all Online transactions.
 - m. Whenever possible, do not use a public wireless network for financial transactions.
 - n. Avoid accessing bank, brokerage, or other financial institution information at Internet cafes, public libraries, etc.

These Optional Security Procedures are for informational purposes and are not intended to provide legal advice. This guidance should not be considered an exhaustive list of actions. Security threats change constantly. It is your responsibility to thoroughly investigate, implement, and update appropriate security protocols. You should engage professional technical advice to assure proper implementation of security procedures on an ongoing basis.

36. **Amendments**

From time to time the Bank may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective upon receipt of notice by you or such later date as may be stated in the Bank’s notice to you.

37. **Comments or Complaints by Customers**

Any comments or complaints about this policy, any privacy-related issue or any inaccuracy in customer data can be made by contacting:

First Columbia Bank & Trust Co.
Attn: Compliance Department
232 East Street, P.O. Box 240
Bloomsburg, Pa. 17815-0240
(570) 784-1660
compliancedept@firstcolumbiabank.com

TERMS AND CONDITIONS OF BILL PAYMENT SERVICE

BY CLICKING "YES, ENROLL ME" I AGREE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.

IMPORTANT

Please read carefully. This is your agreement with First Columbia Bank & Trust Co. (Bank). By using Bank's Bill Payment Service you agree to be bound to the terms and conditions herein.

This is an addendum to the Online Banking Agreement and sets forth the additional terms and conditions for use of the Bill Payment Service.

The Bill Payment Service is provided for your convenience. The actual payment of such bills is handled by an associated third party and Bank cannot and will not be held responsible for the completion and accuracy of such transactions.

1. **Definitions**

"Agreement" shall mean this Bill Payment Service agreement and all terms and conditions defined herein.

"Business Day" shall mean every Monday through Friday, excluding Bank holidays.

"Cut-Off Time" shall mean the time of day that Payments to be processed that day shall be processed, and after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

"Due Date" or "Deliver By Date" or "Delivery Date" shall mean the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

"Fee Account" shall mean the checking or similar account for which you are an authorized signer, and from which Bank may automatically debit or otherwise collect all Service fees.

"Bank," "Financial Institution," "we," or "us" shall refer to First Columbia Bank & Trust Co.

"Funding Account" shall mean the checking or similar account for which you are an authorized signer, and from which Bank may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

"Merchant" shall mean any business Payee you establish within the Service for whom Bank or the Service Provider has established a business relationship expressly for the purpose of remitting Payments from the Service.

"One-Time Payment" shall mean a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

"Payee" shall mean the individual, business, or other entity to which you intend to send a payment through the Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name, and to whom you authorize Bank to remit payments on your behalf through the Service.

"Payee List" shall mean your personal list of Payees that you maintain within the Service and from which list you may select to schedule Payments.

"Payment" shall mean the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

"Payment Amount" shall mean the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Service shall remit to the Payee.

"Payment Date" or "Withdraw On Date" or "Withdrawal Date" shall mean the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient available funds must exist in the Funding Account.

"Recurring Payment" shall mean a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

"Scheduled Payment" shall mean the payment instructions you establish within the Service in order to properly direct funds from the Funding Account you designate to the Payee you designate.

"Service" shall mean the Bill Payment Service offered by Bank through its associated third party providers.

"Service Provider" shall mean the associated third party providing the bill payment service.

"You" or "Your" or "Subscriber" shall mean each person who enrolls in the Bill Payment Service or is otherwise authorized to use the Service.

2. Bill Payment Service

You may use Bank's Bill Payment Service to direct Bank and/or Service Provider to make payments from your Funding Account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Account agreements, Online Banking Agreement, disclosures and other documents in effect from time to time governing your Funding Account.

3. Service Guarantee

The Service Provider will bear responsibility for any late payment related charges up to Fifty Dollars (\$50.00) should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the guidelines described within this Agreement. Notwithstanding the foregoing, the Service Provider shall not be responsible for any such charges if the Service Provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this Agreement, including, without limitation, those payments described under the Exception Payments section below.

4. Responsibility

The Service Provider shall use commercially reasonable efforts to process the Scheduled Payments per your instructions. Neither the Service Provider nor Bank shall be liable for any Payment transaction if: (i) you do not have enough money in your Funding Account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your Funding Account is closed or has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct Funding Account, Payment, or Payee information;

(viii) you did not properly follow the instructions or terms and conditions for use of the Service; (ix) you knew and/or had been advised that Service was not operating properly at the time you scheduled the Payment; (x) there is a postal delay; or (xi) circumstances beyond the Service provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

With the exception of the foregoing, if the Service Provider incorrectly debits your Funding Account and/or directs funds from your Funding Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Service Provider shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or contacting the Payee to request appropriate adjustments on your account with the Payee except as otherwise provided under the Authorization section below.

5. Liability

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. Bank and/or Service Provider is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. Bank and/or Service Provider is not liable for any failure to make a Payment if you fail to promptly notify Bank after you learn that you have not received credit from a Payee for a Payment. Bank and/or Service Provider is not responsible for your acts or omissions or those of any other person, including, without limitation, any Payee or transmission or communications facility, and no such party shall be deemed to be Bank's and/or Service Provider's agent. In any event, Bank and/or Service Provider will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Bank and/or Service Provider has knowledge of the possibility of them. Bank and/or Service Provider is not liable for any act, failure to act, or delay in acting if it is caused, in whole or in part, by any cause beyond Bank's and/or Service Provider's reasonable control.

6. Setting Up and Maintaining Payees

To begin using the Service you will first need to establish at least one Payee in your Payee List. You may add, modify, or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc, except where the Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service Provider and/or Bank reserve the right to refuse or remove a Payee for any reason.

7. Setting Up Payments

To schedule Payments you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule, or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient available funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service Provider due to any reason outside the Service Provider's or Bank's control. The Service Provider and/or Bank reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit a Payment Date / Withdraw On Date or Due Date / Deliver By Date earlier than the earliest possible dates presented. The Service determines this earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically one or two (1 or 2) Business Days) or requires Payments be delivered by check (typically four or five (4 or 5) Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the

Service's Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Time is 4:00 p.m. Eastern Time, but the Service Provider and/or Bank may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee's date payment due, grace period, whether the Payee's date payment due falls on a non-Business Day, etc, when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's date payment due for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Service in order to gauge the appropriate Payment Date / Withdraw On Date or Due Date / Deliver By Date in each case, and determine whether to allow an additional one (1) or two (2) Business Days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service Provider nor Bank shall be responsible for late payments, nor reimburse you for late fees, for any Payment delivered in accordance with your instructions, nor as a result of a Payee's payment processing policies, or any other circumstance outside the Service Provider's control.

Payments to Payees, businesses or individuals, outside the United States of America or its territories or commonwealths, are prohibited.

8. Editing or Canceling Payments

Any Payment can be modified or canceled provided you access the Service prior to the Cut-Off Time on the Business Day Payment is going to be processed. Once a Payment is in-process, it cannot be canceled through the Service. Instead, you must contact Customer Support to request a stop payment. A Recurring Payment may be edited or canceled after processing for the current Payment instance is complete.

9. Stop Payment

You may request to stop payment after a payment has been processed, but prior to the item clearing your account. The Service's ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service Provider and Bank will make commercially reasonable efforts to stop payment per your request, but shall have no liability if unsuccessful. You will be charged a stop payment fee for each request.

10. Exception Payments

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall Bank or Service Provider be liable for any claims or damages resulting from you scheduling these types of payments. Neither Bank or Service Provider shall have any obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be your sole responsibility.

11. Bill Payment Process

The Service will process Payments in accordance with the Payment instructions you provide. The Service will not process Payments on weekends or bank holidays. The Service will debit your Funding Account or issue a draft against your Funding Account, and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date / Deliver By Date as is reasonably practicable.

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases Payments can be remitted by check. The Service Provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with Merchants' remittance requirements, the Service reserves the right to change or update Payee data, or alter the method of Payment remittance. Neither the Service Provider nor Bank

shall be responsible for late payments, nor reimburse you for late fees, due to: a) U.S. postal delivery issues; b) electronic remittance network issues; c) your Payee's payment processing procedures; d) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or d) other circumstances beyond its control.

12. Authorization

When you schedule a Payment, you expressly authorize the Service Provider and/or Bank to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Service related fees. You further authorize Bank to credit your Funding Account for any payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an account from which you are authorized to make payments and incur debits.

You agree to have available and collected funds on deposit in the designated Funding Account in amounts sufficient to process each Payment as requested by you, as well as any other payment obligations you have to Bank. Bank reserves the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Funding Account and Bank has not exercised its right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree Bank, at its option, may charge any of your accounts at Bank to cover such Payment obligations.

You authorize the Service Provider and Bank to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the Service Guarantee and Responsibility as set forth in this Agreement, and/or to stop payment on any draft issued against your Funding Account in connection with the Service in the unlikely event that the Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

13. Returned Payments

In using the Service, you understand that Payments may be returned by or to Bank or the Service Provider for various reasons including but not limited to: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. Bank and/or the Service Provider shall use commercially reasonable efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from Bank or the Service Provider.

14. Service Fees and Additional Charges

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize Bank and/or the Service Provider to deduct the calculated amount from your designated Funding Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

15. Account Security

You are solely responsible for controlling the safekeeping of and access to your username, password, or other means to access your account. You agree not to give out or make available your username, password, access code, or other means to access your account to any unauthorized individuals. You are responsible for all Payment transactions authorized by you or by anyone to whom you provide access to your Bill Pay account. You are liable for all Payment transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

16. Unauthorized Activity

If you believe that your username, password, access code, or other means to access your account has been lost, stolen, or otherwise compromised, or that someone may attempt to use the Service without your consent or has transferred money without your permission, or if you suspect any fraudulent activity in your account(s), you must notify Bank immediately by calling us at 570-784-1660 during customer support hours. If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than fifty dollars (\$50). If you do not tell us within the two (2) business day period, you could lose as much as five hundred dollars (\$500) if we could have stopped the use of your accounts had we received notice in a timely manner. You must contact Customer Service as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the unauthorized transaction, problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days. If you fail to notify us within the sixty (60) day period, you will not recover any of the money you lost.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) tell us the Funding Account number used to pay the bill, the Payee name, the applicable account number at the Payee, the date the Payment was sent, the Payment Amount and the Payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days after we hear from you. However, we may take up to forty-five (45) days to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

17. Electronic Mail (E-Mail)

Sending e-mail is a very good way to communicate with Bank regarding your accounts or the Service. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail communication. You cannot use e-mail to initiate Service transactions. All such transactions must be initiated using the appropriate functions within the Service. Neither the Service Provider nor Bank shall be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

18. Disclosure of Information

It is our policy to treat your Bill Pay Service account information as confidential. However, Service Provider and/or Bank may disclose certain information about you, your accounts and/or Payments to third parties in situations such as: when necessary to complete a Payment transaction per your instructions; when necessary to activate additional services per your request; in order to determine credit worthiness; in order to comply with government agency or court orders, financial services regulations or law; or if you give Bank or Service provider written permission.

19. Account and Contact Information

It is your sole responsibility to maintain accurate and complete contact information and Funding Account information in your user profile. This includes, but is not limited to, name, address, phone numbers, e-mail addresses, and verifying account numbers. Changes can be made within the Service or by contacting Customer Support. Neither the Service Provider nor Bank shall be responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

20. Links to Other Sites

Information that the Service Provider or Bank publishes on the Internet may contain links to other sites and third parties may establish links to Service's site. Neither the Service Provider nor Bank makes any representations or warranties about any other website that you may access to, from or through the Service's site. Unless expressly stated in writing, neither the Service Provider nor Bank endorse the products or services offered by any company or person linked to this site nor is the Service Provider or Bank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

21. Virus Protection

Neither the Service Provider nor Bank is responsible for any electronic virus that you may encounter using the Service. You are encouraged to routinely scan your computer and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files, and hardware.

22. Damages and Warranties

In addition to the terms previously disclosed, Bank and/or Service Provider are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest, or other damages, whether direct, indirect, special, punitive, incidental, or consequential, (collectively, "Losses") caused by the use of the Bill Payment Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Bank or one of its suppliers. In addition, Bank and/or Service Provider disclaim any responsibility for any electronic virus(es) Subscriber may encounter after installation of such software or use of Bill Payment Services. Without limiting the foregoing, neither Bank and/or Service Provider nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God, or labor disputes; or (ii) the loss, confidentiality, or security of any data while in transit via the Internet, communication lines, postal system, or electronic funds transfer networks. Bank and/or Service Provider and its suppliers provide Bill Payment Services from their own sites and they make no representation or warranty that any information, material, or functions included in Bill Payment Services are appropriate for use by you in your jurisdiction. If you choose to use Bill Payment Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Bank nor Service Provider nor its suppliers warrant the adequacy, accuracy, or completeness of any information provided as a part of Bill Payment Services, or contained in any third party sites linked to or from Bank and/or Service Provider's websites. BANK AND SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY, OR PERFORMANCE OF BILL PAYMENT SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. BANK AND SERVICE PROVIDER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

23. Indemnification

Subscriber shall indemnify, defend, and hold harmless Bank and Service Provider and their affiliates, officers, employees, directors, suppliers, and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Subscriber's negligence; (ii) Subscriber's failure to comply with applicable law; or (iii) Subscriber's failure to comply with the terms of this Agreement.

24. Additional Remedies

Due to the possibility of irreparable injury, Bank and Service Provider shall be entitled to an injunction prohibiting any breach of this Agreement by Subscriber.

25. Amendment and Termination

Bank and Service Provider reserve the right to terminate this Agreement or to change the charges, fees, or other terms described in this Agreement at any time. When changes are made, you will be notified by: 1) electronic mail, 2) physical mail at the address shown in our records, 3) update of our website, or 4) as otherwise permitted by law. Your continued use of the Service after being notified of changes to this Agreement shall constitute your agreement to such changes.

You may terminate this Agreement by written notice to Bank. Neither Bank nor Service Provider is responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Payments made by the Service on your behalf under this Agreement.

26. Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Pennsylvania, as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Columbia County, Pennsylvania. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

27. Assignment

Bank and Service Provider may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party. Subscriber may not assign this Agreement to any other party. Service Provider and a third party assignee shall be considered third party beneficiaries of the Agreement.

28. Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings, and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Bank.

29. Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and Bank, this Agreement will control.

30. Disputes

In the event of a dispute regarding the Service, you and Bank and Service Provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Bank and the Service Provider which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Service Provider or Bank or their respective employees relating to the subject matter of this Agreement. If there is a conflict between what is said by a Service Provider and/or Bank employee and the terms of this Agreement, the terms of this Agreement shall prevail.

31. Waiver

Bank and Service Provider shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Bank and/or Service Provider of a breach of this Agreement shall constitute a waiver by such party of any prior or subsequent breach of this Agreement.

32. Force Majeure

Neither party shall be liable for any loss or damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

33. Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

34. Headings and Captions

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

Effective October 8, 2015