

E Sign Act Disclosure and Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure

E-Sign Act Disclosure

The Electronic Signatures in Global and National Commerce Act (E-Sign Act) requires your consent to receive electronically the Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure before proceeding with establishing Online Banking service.

By clicking the "I Agree" button at the bottom of this page, you are consenting to receiving these disclosures electronically for this request. Your consent pertains to this transaction only and does not include any other disclosures the bank may need to provide you.

Please know that you do have the right to receive a paper version of these disclosures and may contact us by e-mail to request a paper copy. There is no charge for a paper copy. If you do not want to consent to electronically receiving Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure, you should exit this form.

To access the required disclosures, you need a Pentium-class Windows or Macintosh based PC with 256 MB of memory. The disclosure can be viewed using Adobe Acrobat Reader, which you can get for free by visiting www.adobe.com. Access to a printer or the ability to download information is necessary to obtain copies for your records.

Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure

We are pleased to provide you the Online Banking service to meet your banking needs. This agreement contains the terms and conditions under which we will provide Online Banking Services to you. This agreement is in addition to your other agreements with us, such as your Product and Account disclosure, the fee schedules, and any credit agreements you have with us. If there is a conflict between the terms and conditions of this agreement and one contained in the other agreements between you and us, this agreement will control.

Federal and Pennsylvania law requires that consumers who make use of a bank's EFT services receive the disclosures contained in this agreement before using the service. Use of iBanking and iMobile services as defined below are governed by the terms and conditions established and revised from time to time by the Bank and are outlined in this disclosure. Please read it carefully and print a copy to keep with your records.

In this agreement, the terms "financial institution", "bank", "we", "us" and "our" refer to Jim Thorpe Neighborhood Bank. The terms "you" or "your" refer to the person(s) or authorized signers on the account, authorized user (whether express or implied) or any individual issued a user ID and password. If you have any questions about these services, please call us at 570-325-3400 and ask to speak with Deposit Processing or stop by any JTNB office.

Accuracy and Accessibility

It is your responsibility to provide us with true, accurate and complete information including your email address, contact information or any other information related to this disclosure and your account(s). If any of the information you provide to JTNB changes, it is your responsibility to maintain and update your account information promptly by contacting us at 570-325-3400.

Children's Online Privacy

The law requires parental consent to collect or use information from a child under 13. If you are a child under 13, please show this to your parents and do not use the online services of this Bank without verifiable parental consent pursuant to the Children's Online Privacy Protection Act.

Acceptance of This Agreement

iBanking is available over the Internet using your password, user ID and your personal computer or mobile device to perform transactions noted in this disclosure. You need to be enrolled in iBanking to use iMobile services. By clicking the "Agree" button below you are agreeing to the terms and conditions of this agreement and disclosure and the electronic delivery of these disclosures. You are also agreeing that any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of online and mobile services. You agree that the use of iBanking and iMobile with your user ID and password is your signature authorization for any payments or transfers or service requests accessible within this service. Each time you enter your user ID and password, you are authorizing us to process your request.

Business Days

For the purpose of this agreement, our business days are Monday through Friday. Saturdays, Sundays, federal holidays or other days on which JTNB remains closed are not business days.

Online Banking Equipment and Technical Requirements

In order to use iBanking, you need the following:

- A personal computer with 1.3 GHz or faster processor that is capable of accessing the Internet.
- A current version of Windows or Mac OS, 1GB of ram, 350MB of available hard disk space.
- Software that enables you to receive and access PDF files, such as Adobe Acrobat Reader.

You may also access the service by utilizing a variety of mobile devices with an up-to-date operating system. Either method chosen requires a current Internet browser. You are responsible for the installation, maintenance, and security and monitoring of your own device. We are not responsible for any errors or failures caused by any malfunction of your device and we are not responsible for any virus or related problems that may be associated with the use of your device. You are also responsible for any telephone or data charges incurred in connecting to your

Internet Service Provider (ISP) that gives you access to the Internet including Short Message Services (SMS), or what is commonly referred to as text messaging.

Online Banking Access

As the primary user, you are considered the administrator who is responsible for managing your iBanking service. As administrator you will be granted access to all of the enrolled online banking accounts and services. The administrator, at his or her sole discretion, can create and authorize other individuals to act as a user of iBanking. The administrator can add, delete or change the access authorities for a user including the accounts and services they are allowed to access and the dollar amount of the transactions they are allowed to process. Designating an authorized user provides access to iBanking and does not change ownership or provide authorization to these users to transact on your behalf in any other manner (i.e. at a branch location). By granting an individual access to your accounts as an authorized user with a user ID and password you expressly agree to take responsibility for all activity initiated by those individuals. In effect, you have authorized each transaction to take place as though you yourself have completed them and JTNB will not be held liable for individual user actions.

The administrator and each user that has been afforded the authority to access accounts through iBanking will have a unique user ID and password. Your user ID and password are initially set by you and subsequently can only be changed by you. The user ID designated for an authorized user can be issued and changed only by you, the administrator. The password for an authorized user is initially set by you, the administrator, and subsequently changed by the authorized user at first logon.

Generally, you should change your passwords frequently to help safeguard the security of your accounts. You may change your password under the Service Center section. Bank employees will never contact you via e-mail or by telephone requesting your online password or any other personal information. If you are contacted by anyone requesting this information, do not provide it and contact the JTNB Deposit Processing immediately at 570-325-3400.

It is critically important to keep your user IDs and passwords confidential to prevent unauthorized transactions on your bank accounts. In the event that you wish to change authorization (i.e. as a result of personal changes in your relationships, or for any other reasons) it is your sole responsibility to revoke access to protect against improper use of iBanking by the individual(s) you have authorized.

If you suspect any misuse of iBanking by an authorized user you, the administrator, should revoke that individual's access immediately and inform us AT ONCE if you believe your password and user ID have been compromised or may be compromised. You may contact us by calling 570-325-3400 and speak with Deposit Processing Monday through Thursday between the hours of 8:30 am and 4:15 pm and Friday between 8:30 am and 6:00 pm.

If you prefer to contact via written correspondence address your envelope to:

- Jim Thorpe Neighborhood Bank, ATTN: JTNB Deposit Processing, 418 Center Street, Jim Thorpe, Pennsylvania 18229.

Error Resolution

In case of errors or questions about your electronic transfers including direct deposit, JTNB ATM transactions, JTNB debit card transactions, 24-hour telephone transactions, iBanking transactions and/or pre-authorized payments, call JTNB at 570-325-3400 to speak with the Deposit Processing (see business hours listed above) or send your written correspondence to:

- Jim Thorpe Neighborhood Bank, ATTN: JTNB Deposit Processing, 418 Center Street, Jim Thorpe, Pennsylvania 18229.

If you think your statement or receipt is wrong or if you need more information about a transfer listed in your statement or receipt, promptly submit your inquiry to us as we must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to provide us with the following information:

- Your name and account number,
- A description of the error or the transfer you think is incorrect and clearly explain why you believe it is an error or why you need more information, and
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

Within ten (10) business days of receipt of a valid notice or error, we must either investigate the transaction and advise you of the outcome and our determination or provisionally re-credit your account in the amount of the error (with interest, if applicable). In the latter case, we must notify you of the re-credit within two (2) business days and give you use of the funds during the investigation, which must, in this event, be completed within forty-five (45) calendar days after receiving the notice.

In most cases, our review of our records is sufficient to fulfill our responsibility to investigate. If we find that an error occurred, we must correct the error within one (1) business day of the determination and promptly notify you of the correction. If we find no error was made, we must notify you within three (3) business days of the determination and advise you of your right to request the documents on which we relied. If your account was provisionally re-credited, we may debit it, but we must deliver notice of the amount and date of the debit to you and notice that we will honor checks, drafts, and pre-authorized transfers to third parties that would otherwise overdraw your account up to the amount of the debit for a period of five (5) business days and without charge. If we investigate an alleged error, find no error, and you reassert it, we do not need to investigate it again.

Authorization for Transactions

You agree that the Bank may act on the electronic instructions of any of your authorized users.

Accessible Accounts

You may access your checking, savings, certificate of deposit and loan accounts to get account balance and transaction information with iBanking. You may conduct electronic banking transfers with a JTNB checking account, NOW account, Money Market account and Savings accounts. Bill payment may be conducted with a JTNB checking account. You may also make payments to your JTNB loan using the transfer service.

Online Banking Services

The Online Banking service may give you access to:

- A. Account Balance and Transaction Information: View balance and account activity.
- B. Account-to-Account Transfers: Transfer funds between your JTNB Accounts.
- C. Person-to-Person Transfers: Transfer funds from your JTNB account to another JTNB customer account.
- D. Bank-to-Bank Transfers: Transfer funds to or from your accounts at another institution.
- E. Bill Payments: Pay bills to a third party via check or electronic transaction.
- F. E-Bills and E-Bill Presentment: Receive and view bills electronically from designated creditors or vendors that participate in e-Bill presentment programs and from which you authorize JTNB to retrieve your e-Bill information.
- G. Mobile Deposit Capture: Deposit checks into your(customer) account by following the deposit instructions within the JTNB iMobile App, endorsing the paper original by signing the back and write "For Mobile Deposit Only" under your endorsement, taking pictures of the front and back of each item and sending accurate images to us, via your mobile device. A separate agreement is required.
- H. Merchant Remote Deposit Capture: Deposit checks into your (customer) account by following the deposit instructions within the software, endorsing the paper original by signing the back, scanning both sides of each item and sending accurate images to us, via the internet. A separate agreement is required and fees may apply.
- I. E-Statements (located under e-Documents tab): Access to your account statements, loan billing statements and tax documents online, review previous account statements up to sixteen (16) months or from the first time you sign up for e-Statements, whichever is more recent.
- J. Stop Payment: Stop payment on a check that was written by you. To request a stop payment on an electronic bill payment, you will need to call JTNB Deposit Processing or visit any branch office.
- K. Reorder Checks: Reorder the same style of checks you use today.
- L. Transfer Interest: Transfer interest earned to another JTNB account.
- M. Account Alerts: Set up email alerts for certain events such as low balance notification.
- N. Deactivate/Reactivate Card: Control access to your debit card when your card is not in use or misplaced.
- O. Notify JTNB of your Travel Plans: Inform the Bank to expect transactions from your travel destination. This will avoid your card being deactivated for what appears to be suspicious activity.
- P. Apply for a new Debit Card: Request to order a brand new card.
- Q. Replace a Debit Card: In the event your card is damaged you may request to order a new card with the same card number.
- R. How can I change my PIN : Instructions on changing your debit card PIN number.
- S. Update/Change Contact Information: Change email address, home, mailing and seasonal address and phone number.
- T. Update/Change Security Information: Change user ID, password and security questions.
- U. Manage Authorized Users: Create and edit authorized users and online banking access.

JTNB makes available other services, which may be changed or enhanced periodically and include:

- Manage My Money: a financial management tool
- Communicate with Deposit Processing Representatives using secure messages
- Export account activity for use with other software (i.e. - .csv file)

Account Balance, Available Balance and Transaction Information:

The account information you access via iBanking will generally be current as of the business day you obtain the information, unless another time is specified. Information on your bank account(s) is available for up to one year. You may view current and available account balances, transaction activity, check images, pending Automated Clearing House (ACH) and point-of-sale (POS) transactions for deposit and loan accounts that are enrolled in iBanking.

Please note:

- Your deposit account available balance includes your current balance minus any holds. Your available balance displayed does not include savings overdraft and assigned overdraft privilege limits.
- Immediate and future dated transfer or bill payment requests may draw against available funds that include your savings account or assigned overdraft privilege limits. An insufficient funds fee may apply. Refer to our fee schedule for the amount we will charge you for the overdraft method you have chosen.
- Your line of credit loan account available balance is the dollar amount you have available to draw on.

Transfer Funds

You have the ability to set up a one time or recurring, daily, weekly, monthly, quarterly, annually, biweekly, bimonthly, semimonthly or semiannually transfer up to 365 days in the future. Transfer of funds is permitted between JTNB checking and saving accounts and to make loan payments.

Loan Payments made after 8:00 p.m. on a business day or on a weekend or a federal holiday are posted on the next business day. However, sufficient funds must be available at the time of your request.

If you wish to cancel a recurring transfer, you must cancel the transfer before 12:00 midnight the night before the scheduled initiation date that the transfer occurs. For example, a cancellation may occur at 11:59pm on January 1 if the payment is scheduled for January 2.

If you schedule an immediate account-to-account or person-to-person transfer, you must have adequate available funds in your account at the time the transfer is initiated. The funds will be deducted from your account immediately.

If you schedule a future-dated or recurring account-to-account transfer or person-to-person transfer you must have adequate available funds in your account when we attempt to transfer the funds. This will occur near 8:00 am on the scheduled date of transfer.

If a transfer fails because you did not have enough funds in the designated transfer account we will send you an email indicating a failed attempt and we will take no further action. If you receive an email because the transfer was not successful you should access iBanking to reschedule the transfer.

Account-to-Account Transfers

This service transfers funds between your accounts held at Jim Thorpe Neighborhood Bank. You are permitted to transfer between the following types of accounts:

- Checking account to checking account
- Checking account to a savings account
- Savings account to checking account
- Savings account to a savings account

Additionally, you are permitted to make payments from the following types of accounts:

- Checking to loan accounts held with JTNB
- Savings to loan accounts held with JTNB

Person-to-Person Transfers

This service allows for transfers from your Jim Thorpe Neighborhood Bank accounts to another customer's account held at Jim Thorpe Neighborhood Bank. The customer you wish to transfer funds to must provide you with their name as it appears on their account and their account number to authorize the transfer of funds.

You are permitted to transfer between the following types of accounts:

- Checking account to another JTNB customer's checking account
- Checking account to another JTNB customer's savings account
- Savings to another JTNB customer's checking account
- Savings account to another JTNB customer's savings account

Bank-to-Bank Transfers

This service allows for transfers to or from your checking or savings accounts held at Jim Thorpe Neighborhood Bank and at another financial institution. Bank-to-bank transfers are accomplished by ACH debit and credits. Accounts maintained at the other financial institution must be either a checking or a savings account and must be in your name

You may set up a bank-to-bank transfer under the 'Transfer Funds - Add Bank to Bank Transfer' screen. You must enter the other financial institution's routing number and your checking or savings account number. In most cases, you may find this information at the bottom of a check or deposit slip. Within a few days, your account at the other financial institution will receive two small deposits which must be verified by you before the transfer service can be initiated.

Transfer of funds between your accounts at another financial institution will generally be received no more than two (2) business days following the scheduled processing date.

For one-time bank-to-bank transfers, you must initiate the transfer before 3:00 pm for same day processing. One-time bank-to-bank transfers scheduled after 3:00 pm or on a weekend will be initiated the next business day. Only

available funds may be transferred. Funds from bank-to-bank transfers will be available for your use as soon as we receive the funds.

Transaction Limits by Transfer Type

<u>Transaction Type</u>	<u>Maximum Transaction Amount</u>	<u>Maximum Daily Limit</u>	<u>Maximum 30 Day Limit</u>
Account-to-Account Transfers	\$10,000 or the available balance in your account, whichever is less	\$20,000	No Limit
Person-to-Person Transfers	\$10,000 or the available balance in your account, whichever is less	No Limit	No Limit
Bank-to-Bank Transfers	\$10,000 or the available balance in your account, whichever is less	\$10,000 incoming \$10,000 outgoing	\$30,000 incoming \$30,000 outgoing

Statement Savings and Money Market Statement Type Account Limitations

You may make as many in-person withdrawals as you wish. For any Statement savings, including Money Market statement type accounts, Federal law limits the number of telephone and/or third (3rd) party electronic fund transfers from your account to no more than six (6) per statement cycle. This limit includes those conducted by 24-Hour Telephone transfers, checks, POS transactions, overdraft protection transfers, ACH transactions, online bill payments and online transfers.

Stop Check Payments

Your stop payment requests must follow the procedures and specifications established by the Bank. You must provide us with timely, complete and accurate information on the following:

- A. The number of the account against which the item is drawn
- B. The check number
- C. The exact amount (dollars and cents) of the item
- D. The name of the payee
- E. The reason for the stop payment

Complete accuracy is essential since stop payment orders are processed by computers operating on the basis of precise data. If any of the required information is incomplete or incorrect your stop payment order may not be processed and we will not be responsible for failing to complete the order. However, if all terms and conditions have been satisfied and we fail to process a stop payment order of a preauthorized transfer from your account, we may be liable.

Stop payment requests, which cover a range of checks that are missing or stolen, may be processed by us without regard to the dollar amount. A stop payment order becomes effective when we confirm its receipt and have verified that the item has not been paid. We will not be able to verify this immediately for items paid more than 180 days prior to your request. Stop payment orders are in effect for six (6) months and can be renewed after the six (6) month period upon your written request. Failure to renew the stop payment order may result in the item being paid. Periodically, our systems may be inoperable. If that occurs, you may transmit stop payment orders by telephone instruction. You are advised that under applicable state law, stopping payment on a check may not relieve you of your obligation to pay the check. We will charge you our standard checking account stop payment fee in effect at the time you stop payment. Refer to our separate fee schedule for the amount we will charge you for each stop payment order you request.

Alerts

This service is designed to provide real time notification of important information related to your JTNB account(s) such as a low balance or the occurrence of an overdraft. If you subscribe to our alert service you must select an email address as a method of delivery. You are responsible for any telephone or data charges incurred in connecting to your Internet Service Provider that gives you access to this alert service.

We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control such as system failures or misdirected delivery. We don't guarantee the delivery or accuracy of alerts and the contents of an alert may be outdated by the time the alert is sent or received resulting from other account activity or delays in sending data among various systems. You agree to keep your alert contact methods up to date and accurate and further agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the content of an alert or for any actions taken or not taken by you or a third party as the result of an alert. Jim Thorpe Neighborhood Bank reserves the right to terminate any request for any alert at any time.

You understand and accept that alerts are not encrypted and while we will never include your password or full account number in the alert, we may include limited information about your account and anyone with access to your alerts will be able to view the contents of these messages.

Bill Payment

If you have chosen this option, you may make payments from a checking account(s) that you have designated for bill payment. Your payments will be made either electronically to the person or business you are paying ("payee") or by sending the payee a paper check.

See "View the Terms and Conditions" in the Payment Center for more details.

iMobile

iMobile provides you the option of accessing iBanking by using your mobile device equipped with the JTNB iMobile App available from the App Store, along with your online banking User ID and password, to perform transactions. When you use iMobile you agree to the following terms and conditions:

- You are responsible for the installation, maintenance and monitoring of your own device, including keeping the antivirus software and operating system up to date.
- We are not responsible for any errors or failures caused by any malfunction of your device and we are not responsible for any virus or related problems that may be associated with the use of your device.
- We may send any message through your internet service provider in order to deliver them to you. You agree that your communication services provider is acting as your agent in this capacity.
- You agree to provide a valid phone number and email address so that we may send you certain information about your applicable account. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.
- iMobile is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts.
- You agree to protect your online banking user ID and password and the communications device that receives information through this service and not to share your user ID and password to let any unauthorized person have access to the information we provide to you through this service.
- We are not responsible for receipt of account information through iMobile that may be delayed or impacted by factor(s) pertaining to your phone provider or other parties outside of our control.
- We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about iMobile creates any new or different liability for us beyond what is already applicable under your existing account agreements.
- JTNB charges for the service can be found in the current JTNB fee schedule.
- You are responsible for any charges incurred from your wireless provider in connecting to iMobile and utilizing the services provided.

Stopping Pre-Authorized Payments

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS INITIATED THROUGH YOUR JTNB DEBIT CARD. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT,

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at (570) 325-3400, or writing us at Jim Thorpe Neighborhood Bank, 12 Broadway, PO Box 209, Jim Thorpe PA 18229, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within 14 days after you call.

Notice of varying amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for failure to stop payment of preauthorized transfer: If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Liability for Failure to Make Online Transfers or Payments

If we do not complete a transfer to or from your account or a payment on time or in the correct amount according to your instructions and in accordance with this agreement and disclosure, we will be liable for limited losses or damages. However, we will not be liable in the following situations:

- A. Any other specific exceptions stated in our agreement with you and/or listed below
- B. The payment or transfer is to a high risk payee as defined above
- C. If, through no fault of ours, your account has insufficient funds to make the transfer or payment
- D. If the system was not working properly and you knew or had reason to know about the break-down when you started the transfer or payment
- E. If circumstances beyond our control (such as fire, flood, natural disaster, act of war and act of god) prevent the transfer or payment, despite reasonable precautions taken
- F. If the funds are subject to legal process or other encumbrance restricting such transfer or payment
- G. If we have a reasonable basis for believing that an unauthorized use of your user ID and/or password, or designated account have occurred or may be occurring or if you default under any agreement with us or if you or the Bank terminates this agreement
- H. The payee does not process a payment correctly or in a timely manner
- I. If you negligently or intentionally share your user ID and password, or you do not report immediately any known theft of your user ID and/or password, leading to unauthorized access to accounts
- J. If your computer or mobile device is compromised, leading to unauthorized access to accounts
- K. If you leave your device unattended in the middle of a banking session and that results in unauthorized access to your account(s)
- L. If you do not sign-off after completing your banking session
- M. If your input error is the cause of a problem
- N. If there are postal delays that result in a payee not crediting your payment promptly
- O. For direct, indirect, incidental, special, consequential, economic or other damages arising out of the use of JTNB Online, including the Bill Payment service
- P. For loss, property damage or bodily injury, whether caused by the equipment, software, Bank, Internet browser or Internet access provider
- Q. There may be other exceptions stated in our other agreements with you, or that may occur unforeseeably

If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

Documentation and Verification of Transfers and Payments

Confirmation Numbers: Upon completion of a bill payment using iBanking, you will be given a confirmation number. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook

register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through iBanking.

Periodic Account Statement: You will get a monthly account statement from the Bank for your checking, NOW, Money Market and statement savings accounts. Any transfers or bill payments conducted on the Internet through the iBanking service will appear on your account statement.

Overdrawing Your Account

If an overdraft in your account does occur, you will pay the full amount of the overdraft and associated fees to the Bank immediately upon request.

Fees

Basic Internet Banking - No charge

The Bill Payment Service will be a fee of \$0.60 for each bill paid. The fee will be deducted automatically from your checking account designated for bill payment each month. We reserve the right to impose or charge additional fees for Services and charge your account for those fees upon such notice to you as may be required by applicable law.

You are responsible for any and all fees assessed by your Internet Service Provider, telephone or mobile device carrier. Any applicable fees will be charged regardless of whether the Internet Banking Service was used during the billing cycle.

You agree to pay all such charges and any additional charges that may be incurred by you and authorize us to deduct the charges from your checking account designated for bill payment.

Any fees associated with your standard deposit account(s), as described in our Fee Schedule will continue to apply.

These charges are subject to change by us. Your deposit account(s) may be subject to certain minimum balance requirements to avoid monthly maintenance charges. For details, see the Truth in Savings disclosures given to you when you opened your account or you may receive an additional copy by contacting us directly.

Notices

In the event you need to provide us with notification, it should be addressed to:

Jim Thorpe Neighborhood Bank, ATTN: Deposit Processing, 418 Center Street, Jim Thorpe PA 18229

In the event the Bank needs to provide you with a notice, the notice shall be deemed delivered once we have mailed it to your last known address in our records.

Inactivity

If you do not use iBanking (either account access or bill paying) for an extended period, we reserve the right to terminate your access to iBanking and request that you re-register online to reactivate this service.

Electronic Communications

Internet email communication is not considered to be a secure form of communication. For bank account inquiries you agree to contact JTNB electronically using only the secure messaging feature within iBanking. You also agree that any communication from us to you regarding your online banking accounts including any disclosures or other information required to be delivered in writing under applicable law may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of online banking.

You may print a copy of such communications using the "print" function of your web browser software. All iBanking disclosures can also be found under the Service Center tab. You may also request a paper copy at any time by contacting the Bank directly.

Security Procedures

iBanking system employs encryption to ensure the secure transmission of data. The system also utilizes risk based monitoring tools and reverse authentication to protect against phishing attempts. These methods include user selected challenge questions, knowledge based authentication questions and out of band confirmation codes. By using iBanking, you agree that the online banking security procedures are reasonable and sufficient to ensure that all transaction requests such as bill payment and transfer instructions or other communication we receive from you have in fact, been made by you. You must consider the size, type and frequency of transactions or other communications that you anticipate making when determining whether you consider the Bank's online banking procedures to be sufficient. In short, by using iBanking, you have determined that iBanking is secure for your purposes.

The Bank will require users to answer security questions or to provide a confirmation code to process certain transactions and changes to iBanking. This helps ensure information is secure and protects you from fraud and identity theft.

If the size, type and frequency of your transactions change, and you determine that the online banking security procedures cease to be reasonable and sufficient, you must inform the Bank of this immediately. Such a determination means you will no longer use iBanking for any purposes. If you wish to learn more about online banking security, please ask us.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

Third-Party Services

In addition, as an additional service, iBanking may occasionally provide links to web pages provided by third parties. When you access those web pages provided by third parties, you are leaving the Bank's secure website. Some of those pages may not be secure. Each of those websites will operate under its own privacy policy. You are solely responsible for reviewing the privacy policy on each website and providing only that information you believe is appropriate to share with the provider of that website.

Our site may include promotional materials via links to web pages provided by third parties from whom you may purchase certain goods or services. You understand that we do not operate or control the products or services. The party providing each product or service is responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and those third parties. You agree that your use of any such service is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY JTNB, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, AND MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND OTHER SITES LINKED TO OUR SITE.

Disclosure of Information to Third Parties

To maintain your privacy, we will not disclose any information about you or your accounts to any person, or organization or agency with the exception of (as applicable):

- Certain routine disclosures necessary to complete a transfer
- Verification of the condition and existence of your account for a credit bureau or merchant
- Persons authorized by law in the course of their official duties
- JTNB's employees, auditors, service providers, attorneys or collection agents in the course of their duties
- A court order or lawful subpoena

If an unauthorized disclosure has been made, we must inform you of the details of the disclosure within a reasonable amount of time after we have discovered that an unauthorized disclosure has occurred.

Information Provided by You

You represent and warrant that all information you provide to us is accurate, complete, and current information for eligibility, application, registration, payment and all other purposes. If, at any time, any information you have provided us becomes inaccurate, you agree to promptly provide us the additional information necessary to make the information you previously provided true and complete in all material respects. You are responsible for all statements made and acts that occur through the use of your user ID and password, and for all instructions entered through and under your user ID and password, including those submitted on your behalf by authorized users.

Disputes

In the event of a dispute regarding iBanking, you 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 us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us

relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

Indemnification

If you are the primary user or an authorized user performing transactions from an account, you agree to indemnify Jim Thorpe Neighborhood Bank (JTNB) and hold us harmless from and against any and all claims, demands, expenses (including, but not limited to, reasonable attorney fees and costs), losses or damages claimed by any third parties (including, but not limited to, any persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement or (ii) your breach of this agreement.

If we initiate any legal action to collect money owed to us under this agreement or any related agreements, including any counterclaim, you agree to pay all of our costs for such action, including any reasonable attorneys' fees. This provision does not apply to action in connection with any credit account. In such cases, the credit agreement will govern these costs.

Amendment and Termination

We have the right to modify or amend this agreement as allowed by law. Any modifications or amendments by JTNB shall be effective thirty (30) days after JTNB sends notice of the amendments to you. Either you or JTNB may terminate this agreement at any time by giving written notice to the other, but the termination of this agreement does not terminate your account(s) with JTNB. Closing the account(s), which you access with iBanking, terminates this agreement simultaneously. The Bank may also cancel your privilege to use iBanking, even without telling you in advance.

Internet Gambling

You agree not to process transactions that are restricted under the Unlawful Internet Gambling Enforcement (UIGEA). Internet gambling transactions are prohibited and should not be processed through any accounts.

Governing Law

This Agreement will be governed by and interpreted in accordance with federal laws and regulations and laws and regulation of the State of Pennsylvania. You are responsible for compliance with any applicable federal, state and local laws and regulations.