

Online Deposit SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words "Member", "I", "me", "my", "us" and "our" mean the entity that applied for and/or uses any of the remote deposit capture services ("Online Deposit" or the "Services") described in this Disclosure and Agreement. The words "you", "your", and "yours", mean the Bank. My Application, the Online Deposit Approval Email ("Approval Email") received by me subsequent to my application if applicable, this Disclosure and Agreement, as well as both the your Truth-in-Savings Disclosure and Account Agreements and the Electronic Funds Transfer Disclosure and Agreements ("Account Agreements") to which I have agreed previously, are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, any and all Emails I receive specifically regarding my use of the Services, or the Account Agreements, this Disclosure and Agreement will control.

Terms and Conditions

Online Deposit is the Bank's remote deposit capture services. Remote deposit capture allows a user to capture images of checks and transmit those images to the financial institution for deposit. The financial institution in turn transmits the image, ACH data, or a substitute item to the paying financial institution for collection.

1. Service and Service Terms.

The following terms and conditions apply to the Services for the Bank's remote deposit capture services ("Online Deposit"). I acknowledge and agree that the Services or any portion of the Services may be provided by one or more subcontractors. Capitalized terms used herein and not otherwise defined shall have the same meaning specified in other account disclosures I have received from you.

2. Overview and definitions.

This Agreement states the terms and conditions by which the Bank will deliver the Services, as described below.

- 2.1 "Authorized User" means Member or agent of Member.
- 2.2 "Business Day" means any day which the Bank is open to conduct substantially all of its banking services, but shall not include Saturday, Sunday or bank holidays.
- 2.3 "Capture Device" means any device acceptable to the Bank, which provides for the capture of images from original Items and for transmission through a clearing process.
- 2.4 "Check" shall have the definition set forth in Check 21.
- 2.5 "Check 21" means the Check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.
- 2.6 "IRD" or "Image Replacement Document" means (a) a Substitute Check as defined in Check 21; or (b) the paper reproduction that will be created when an Item cannot be converted to an ACH Transaction.
- 2.7 "Item" means a Check, money order, cashier's check, official check, U.S Treasury check, or any other payment instrument drawn on a financial institution within the United States and payable in US Dollars, from a Payor to Member that may be transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of an Item, in addition to other required information as specified by the Bank from time to time, in the format specified by the Bank from time to time. Notwithstanding the foregoing, it is understood that Member will only be transmitting electronic images of the front and back of Items and not any paper Items. In order for an Item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the Item.
- 2.8 "Payor" means consumers or businesses who make payments to Member by means of Items, but Member shall not be a Payor.
- 2.9 "Services" means the specific services provided by the Bank, including electronic check conversion and image archive systems that allow the use of a Capture Device to obtain and transmit the front and back images of Items and accompanying transaction data for the purpose of delivery to the Bank for clearing as an IRD. Services also include any applicable support services.

2.10 "Service Start Date" means the date that the Services are first utilized by the Member.

2.11 "Term" shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

3. Use of the Services.

I agree, at my sole expense to:

- a) provide connectivity between the Capture Device and the Technology;
- b) maintain the Capture Device in accordance with the instructions provided by the Bank, its subcontractors and/or any other Capture Device provider;
- c) if applicable, utilize the Bank software to capture, load, and format Items as needed for transmission to the Bank prior to the communicated cut-off time;
- d) process return data and any remittance data delivered by the Bank for the purpose of updating my internal systems (which may include electronic and paper return Items);
- e) implement and maintain security measures, including firewall protection, in compliance with my obligations under this Agreement; and
- f) allow my internal system to create logs to record the transactions and transmit the logs to the Bank.

4. Compliance with Law.

I agree to comply with all laws, statutes, regulations and ordinances pertaining to the Services, all laws relating to the banking transactions contemplated hereunder, as well as all laws pertaining to the conduct of my business if applicable. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this Agreement.

5. Check Processing and Requirements.

IRD Processing. Items may be transmitted for electronic processing by other banks or converted to IRDs and transmitted to a printing facility for printing and clearing through traditional paper processing channels, at the Bank's sole discretion. The IRDs will be created in accordance with Check 21; alternatively, the Bank may process Items as photocopies in lieu of originals, under guidelines established between the Bank and Member and applicable industry standards. Items that fail to satisfy the warranties made to the Bank by Member that fails to meet the requirements of the Bank or Check 21, or that are otherwise not able to be processed may be charged back to Member's account or returned to Member. Member agrees to be bound by any clearinghouse agreements, operating circular, image exchange agreements to which the Bank is a party.

Member Liability. Member shall be solely responsible if any IRD for which Member has been given provisional credit is subject to return or reversal, and neither the Bank nor its subcontractors shall be liable or responsible for same. Member acknowledges that all credits received for deposit are provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or a substitute check as the charged-back item. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. Member agrees that the Bank shall have no liability for the content of payment related information.

6. Rejection of Deposit.

Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees due to an item being returned.

7. Unacceptable Deposits.

I understand and agree that I am not permitted to deposit the following items using the Services:

1. Any item drawn on my account or my affiliate's account.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information originally contained on the check.

4. Any item issued by a financial institution in a foreign country or not payable in US Dollars.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "postdated."
7. Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.
8. Cash.
9. Savings Bonds.
10. Any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason.
11. A "remotely created check".
12. Cashier's Check or Money Orders.

8. Items Returned Unpaid.

A notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item along with any applicable fees from the Account.

9. Unavailability of Services.

I understand and agree that the Services may at times be temporarily unavailable due to the Bank system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs or by mailing the original check to you. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will receive an email notification of items that are rejected.

10. Business Day and Availability Disclosure.

Your business days for mobile deposit are Monday through Friday, except holidays. Your business hours are 8:00 a.m. to 4:00 p.m., Eastern Time, each business day.

11. Funds Availability.

I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Clearfield, Pennsylvania. With regard to the availability of deposits made using the Services, such funds will be available as set forth in the "Funds Availability Policy" section of the Truth-in-Savings Disclosure and Account Agreements a copy of which I received when I opened the account and which is also available online.

12. Accountholder's Warranties.

I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

1. Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. Each check that I submit to you for deposit will not be resubmitted in any format to you or to any other person for payment and will not cause the same drawer's account to be debited twice.
4. Each check that I submit to you for deposit will be directly payable to the individual or business in whose name the account to which I am requesting it be deposited is open.
5. Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
6. I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
7. The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.

8. I have not knowingly failed to communicate any material information to you.
9. I have possession of each original check deposited using the Services and no party will submit the original check for payment.
10. Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

13. Storage of Original Checks.

I must securely store each original check for a period of sixty (60) days after you have acknowledged acceptance. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

14. Charges for Use of the Services.

Charges associated with the Services are as follows:

Consumer Account: No fees

Business Account: No fees

15. Limitations on Frequency and Dollar Amount.

I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits. Daily Limits are \$2,000. Cut-off time: Deposits will be credited same business day up to 4:00pm each business day. After 4:00pm they will be considered next business day.

16. Withdrawal of Access/Termination of the Services.

I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time.

You may also deny, suspend or revoke access to the Services immediately, in whole or in part, in your sole discretion, without notice, if you believe I am in breach of this Agreement, am otherwise using or accessing the Services inconsistent with the terms and conditions hereof, or if you feel it is necessary to maintain the security of the system. Further, the Bank or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency.

Upon the termination of this Agreement for any reason: (a) my access to, and use of, the Services will terminate; and (b) shall be subject to the Bank's record retention policies and applicable laws and regulations.

In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

17. Relationship to Other Disclosures.

The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

18. In Case of Errors.

You agree to immediately notify us of any suspected errors regarding checks deposited through the Services through the Online Banking Secure email service.

19. Periodic Statement.

Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than sixty (60) days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

20. Change in Terms. You may change the terms and charges for the Services indicated in this Services Disclosure and Agreement and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time.

21. Accountholder's Indemnification Obligation. I understand and agree that I am required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services and/or breach of this Agreement. I understand and agree that this paragraph shall survive termination of this Agreement.

22. Termination of the Services. You may, by written request, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your account.

23. Liability of Loss. You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Services due to causes beyond our reasonable control.

24. Other Terms. You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

25. WARRANTIES AND DISCLAIMERS.

MEMBER WARRANTY. MEMBER REPRESENTS AND WARRANTS TO THE BANK: (A) MEMBER HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER AND ALL INFORMATION SUPPLIED BY MEMBER TO THE BANK IS ACCURATE AND TRUE.; (B) MEMBER WILL PROVIDE ALL REASONABLE ASSISTANCE TO THE BANK AND ITS SUBCONTRACTORS IN PROVIDING THE SERVICES SET FORTH HEREIN; (C) MEMBER AND ANY AUTHORIZED USERS WILL ONLY USE THE SERVICES FOR LAWFUL PURPOSES AND IN COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS AND WITH THE BANK'S REASONABLE INSTRUCTIONS, RULES, POLICIES, SPECIFICATIONS, TERMS AND CONDITIONS, AND OPERATING PROCEDURES AND WILL NOT VIOLATE ANY LAW OF ANY COUNTRY OR THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (D) MEMBER HAS ONLY TRANSMITTED ACCEPTABLE ITEMS FOR DEPOSIT AND HAS HANDLED THE ORIGINAL ITEMS FOLLOWING TRANSMISSION TO THE BANK AS AGREED, DIRECTED BY WITH THE BANK AND IN ACCORDANCE WITH APPLICABLE LAW; (E) MEMBER IS A PERSON AUTHORIZED TO ENFORCE EACH ITEM OR IS AUTHORIZED TO OBTAIN PAYMENT OF EACH ITEM ON BEHALF OF A PERSON ENTITLED TO ENFORCE AN ITEM; (F) THE ITEMS HAVE NOT BEEN ALTERED; (G) EACH ITEM BEARS ALL APPLICABLE INDORSEMENTS IN A RESTRICTED FORMAT AS DIRECTED BY THE BANK; (1) THE ELECTRONIC IMAGE PORTION OF EACH ITEM ACCURATELY AND LEGIBLY REPRESENTS ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECK AS OF THE TIME THE ORIGINAL CHECK WAS TRUNCATED, (2) THE INFORMATION PORTION OF THE ITEM CONTAINS A RECORD OF ALL APPLICABLE MICR-LINE INFORMATION REQUIRED FOR A SUBSTITUTE CHECK, AND (3) THE ITEM CONFORMS TO THE TECHNICAL STANDARDS FOR AN ELECTRONIC ITEM AS SPECIFIED BY THE BANK FROM TIME TO TIME; (J) MEMBER WILL SUBMIT ONLY ONE ACCURATE AND CLEAR IMAGE OF THE FRONT AND BACK OF EACH ITEM TO THE BANK ONLY ONE TIME; (K) MEMBER WILL NOT DEPOSIT THE ORIGINAL ITEM AND NO PERSON WILL RECEIVE A TRANSFER, PRESENTMENT, OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE ITEM (EITHER THE ORIGINAL ITEM, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE ORIGINAL ITEM) SUCH THAT THE PERSON WILL BE ASKED TO MAKE PAYMENT BASED ON AN ITEM IT HAS ALREADY PAID; (L) THE AMOUNT OF AN ITEM ENTERED BY MEMBER OR ANY AUTHORIZED USER FOR TRANSMISSION TO THE BANK IS ACCURATE; AND (M) MEMBER AND ANY AUTHORIZED USERS WILL NOT (1) SELL, LEASE, DISTRIBUTE, LICENSE OR SUBLICENSE THE TECHNOLOGY OR SERVICES; (2) MODIFY, CHANGE, ALTER, TRANSLATE, CREATE DERIVATIVE WORKS FROM, REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE THE TECHNOLOGY OR SERVICES IN ANY WAY FOR ANY REASON; (3) PROVIDE, DISCLOSE, DIVULGE OR MAKE AVAILABLE TO, OR PERMIT USE OF THE TECHNOLOGY OR SERVICES BY, ANY THIRD PARTY; (4) COPY OR REPRODUCE ALL OR ANY PART OF THE TECHNOLOGY OR SERVICES; (5) INTERFERE, OR ATTEMPT TO INTERFERE, WITH THE TECHNOLOGY OR SERVICES IN ANY WAY; YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR LOGIX'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

26. LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

27. Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.