

FIRST CITIZENS COMMUNITY BANK

ONLINE BANKING SERVICES AGREEMENT AND ONLINE DISCLOSURE STATEMENT

This Online Banking Services Agreement and Online Disclosure Statement (“Agreement”) describes your rights and obligations as a user of First Citizens Community Bank’s Online Banking service (“Online Banking”, “Service” and collectively “Services”). It also describes the rights and obligations of First Citizens Community Bank. Please read this Agreement carefully before using any of the Services. By requesting or using one of these Services, you agree to comply with the terms and conditions of this Agreement.

Definitions

The following definitions apply in the Agreement:

1. **“Agreement”** – a contract between two or more parties
2. **“Authorized User”** or **“User”** – a person designated as being authorized to access or use any Service on a Company’s behalf
3. **“Business”** or **“Company”** – a customer of FCCB which is a corporation, partnership, limited liability company, or other organization or sole proprietor whose online accounts are used primarily for business and commercial purposes
4. **“Business Day”** – Monday through Friday excluding federal holidays
5. **“Commonly Controlled Entities”** – an entity, whether or not incorporated, which is under common control of the Company
6. **“Customer”** – any Individual or Company with an interest in an account or other relationship that is accessible through the Services and any Individual or Business authorized to use the Service
7. **“Deposit Account”** – a checking account, money market account, savings account, and any other deposit account you may hold with FCCB
8. **“Loan Account”** – any loan account you may have with FCCB including, but not limited to, personal line of credit, home equity loan, home equity line of credit
9. **“Online Banking”** – the Internet-based service providing access to your FCCB account(s)
10. **“Online Account”** – any FCCB Deposit Account or Loan Account from which you will be conducting transactions using the Service. Not all Deposit Accounts or Loan Accounts can be accessed through the Service. Certain types of transactions may be limited or not permitted depending on titling, product type, Bank policy, or applicable law or regulation
11. **“Password”** – the System-generated code sent to you by FCCB for use during the initial sign-on, or the codes you selected after the initial sign-on, that establishes your connection to the Service.
12. **“Time of day”** – references are to Eastern Time, Standard Time, or Daylight Savings Time, as applicable
13. **“You”** or **“Your”** – references the authorized users of the Service
14. **“User ID”** – an alphanumeric sequence of characters that you select when signing up for the Online Banking Service
15. **“We”, “Us”, “FCCB”,** or **“Bank”** – First Citizens Community Bank, which offers the Services, and which holds the accounts accessed by the Services

Other capitalized terms used in the Agreement shall have the meanings ascribed thereto as set forth in this Agreement.

Services

You may use the System to request the following Services for Accounts that may be accessed through the System:

- View your FCCB Deposit Account and Loan Account (each an “Account” and collectively, “Accounts”) balances
- Review recent transactions on your Accounts
- Transfer funds between your FCCB Accounts
- Make loan payments
- View and/or download eStatements
- View and print check images
- Initiate Stop Payments (regular stop payment fees apply)
- Initiate Bill Payments (Separate Bill Payment Service agreement required)
- Send and receive secure messages to and from FCCB
- Create Online Banking Alerts

Use of Service/Limited Sublicense

The Services provided by the Bank to the Customer consist of access to a secured system (the “System”) that permits the Customer to use the Services by means of a computer or other Internet-enabled device. The Bank’s Online Banking Provider is the sole owner and licensor of the Services and has granted the Bank the right to sublicense Services to its customers. During the term of this Agreement, Bank hereby grants to the Customer a sublicense for use of the System on a computer or other Internet-enabled device(s), subject to the terms and conditions set forth in this Agreement. Customer agrees that the Services and Services documentation are valuable, confidential, and proprietary property of the Bank and/or its Online Banking Provider and agrees not to transfer, compile, alter, copy, display, distribute, download, license, sub-license, modify, reverse engineer, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the Services or the Services documentation or any part thereof, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used in Online Banking and the Services are the trademarks, service marks or logos of FCCB, the Bank’s Online Banking Provider, or others as indicated.

Access to Services

FCCB will provide instructions on how to use the Online Banking Service. You may access the Services from our website located at www.myfccb.com. You may access your Online Accounts through the use of your computer or other Internet-enabled device, your internet service provider, your Online Banking User ID and Password. For security purposes, you are required to change your password(s) following your initial log-in to any Service.

At times, for your security we may require additional authentication steps to authenticate you as a customer.

Security Recommendations

The upward trend of more and more customers using online channels for banking and financial services has expanded the opportunities for criminals and cyber-crime. Cyber criminals using malware, keystroke loggers and/or Trojan viruses have the ability to capture customer information such as login credentials and challenge

questions/answers and can hijack the user's computer using their IP address so that the criminal will appear to be the end-user. Some of the most common approaches for criminals to compromise end user data is to take advantage of end users signing on to unsecured networks, not having up-to-date virus protection and security patches, visiting compromised web sites or opening attachments with embedded malware or Trojan software. Due to the sophisticated nature of this crime, there is not a single solution for online security. The best approach is a multi-layered approach.

In addition to the information mentioned in the **Use of Your Security Password; Authorization** section We require an alpha-numeric password that is 8-25 characters in length. We require that you create a password that utilizes both upper and lower case alpha characters. While it may seem like an inconvenience to change your password, this is an essential piece of the multi-layered security approach. For added security, we recommend you change your password from time to time and do not allow you to use one of your previous four (4) passwords. Your password should not be associated with any commonly known or easily accessible personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

As an enhanced online security feature, the System utilizes the RSA Multi-Factor Authentication Solution. RSA Authentication provides added safety by helping ensure that only you can access your Account. RSA Authentication remembers which computer(s) you normally use, reducing the chance that potential fraudsters can log into your Account even if they somehow obtain your login information. When the computer you are using to access the System is not recognized, you must verify your identity by responding correctly to the Challenge Questions that you established during the User enrollment process before you can proceed to access the System.

Use of Your Security Password; Authorization

Your Password for the Service is a security method by which we are helping you to maintain the security of your account. You accept the responsibility for the confidentiality and security of your Password. You agree that we are authorized to act on transactions, or any other instructions, received under your user name and Password, and you agree that any actions taken under your user name will have the same effect as your signature authorizing the transaction or other action. Each owner of an Account is authorized to access the Account by way of the Service. You will be denied access to the Service if you do not enter the correct Password or other requested information.

FCCB may, in its sole discretion, reject any transfer request if there are insufficient available balances in your authorized Account(s); or the transfer request (1) is not authenticated to FCCB's satisfaction or FCCB believes, in good faith, may not be authorized by you; (2) contains incorrect, incomplete or ambiguous information; or (3) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal or transfer. FCCB shall incur no liability for any loss to you or any third person occasioned by FCCB's refusal to make such transfer. We reserve the right to limit the frequency and dollar amount of transfers for any reason (including security concerns).

Equipment/Computer Requirements

You are solely responsible for the purchase, installation, maintenance, operation and use of your computer or mobile device and all related charges (including all telephone, mobile remote access, Internet service provider and other similar charges incurred in connection with your use of the Online Banking Service). You are also responsible for installing and maintaining appropriate virus protection on your computer or mobile device. Your

computer or Internet access device must, at a minimum, have a browser with the capabilities to support a minimum of 128-bit encryption. Supported browsers are the current and prior major releases of Firefox, and the current release of Safari, Edge and Google Chrome. Each time a new version is released, support will cease on the third-oldest major version. We are not responsible for: (i) any errors or failures caused by any malfunction of your Computer or mobile device or your use of, or any inability to use, the Bank's Online Banking Service; (ii) any viruses, spyware, malware, worms or related problems that may be associated with your computer or mobile device; (iii) any losses or delays in transmission of information that you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

Business Days and Hours of Operation

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, FCCB's Business Days are Monday through Friday, excluding federal holidays. All Online Banking transaction requests received after 7:00 p.m. on Business Days and all ACH transfers, which are requested on Saturdays, Sundays or holidays on which FCCB chooses to remain closed, will be processed on the next Business Day. FCCB's Business Day begins at 7:00 a.m. for transfers. ACH transactions submitted for same day processing must be received by 4:30 p.m. on FCCB's Business Days. Non-same day ACH transactions must be received by 5:30 p.m.

Geographic Restrictions

The Services described in this Agreement are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

Banking Transactions with Online Banking

Customer authorizes the Bank to take, on the Customer's behalf, any action necessary to complete any transaction initiated through the Services. This authority includes, without limitation, the withdrawal of funds from any of Customer's Accounts or obtaining the advance on loan under any of Customer's loan Accounts (if approved by the Bank), both of which are effective as though Customer had signed a check or withdrawal form to make the withdrawal or signed a direct loan check to obtain the loan.

New Services may be introduced for Online Banking from time to time. FCCB will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules governing the use of such services, which will be made available to you prior to utilizing these services.

Balance Reporting

FCCB shall provide prior end of day balance, the most recent available balance which takes into account any pending transaction, and transaction information on your Accounts. FCCB shall not be responsible for the accuracy and timeliness of the delivery of any information furnished to the Bank by other banks or other third parties.

Internal Funds Transfer Service

You may use the funds transfer service to schedule the transfer of funds between your FCCB checking and savings Accounts with us. You may be able to perform advances or transfers between lines of credit and other online Accounts. Certain restrictions may apply and can be found in your loan documentation. The Service allows you to make funds transfers in the following ways:

- An immediate transfer is a single transfer of funds to be made as soon as possible after you request the transfer.
- A future dated transfer is a single transfer of funds to be made on a date you specify.
- A recurring transfer is one of a series of transfers of a fixed amount of funds on a regular periodic basis.

If you make a deposit to any of your Online Accounts by transferring funds using this Service before 7:00 p.m., Eastern Time, on any Business Day that we are open, we will consider that day to be the day we receive your deposit, unless we tell you otherwise. If you make a deposit to any of your Online Accounts by transferring funds using the Services after 7:00 p.m., Eastern Time, on any Business Day or on any day that is not a Business Day (Saturday, Sunday, Holiday), we will consider your deposit to be received by us on the next Business Day we are open.

You are responsible for the input and verification of all information entered into your Online Banking Account. FCCB shall have no responsibility to determine the accuracy of such information.

Stop Payment Orders

You can use this Service to initiate a stop payment request online for any check drawn against any of your Online checking Accounts. Each time you initiate a stop payment request, you warrant that the information describing the check, including the check date, the exact amount, the check number, and the payee's name are correct. You agree that we will not be responsible for stopping the payment unless we receive your stop payment request within a reasonable time for us to act on it. You understand that your stop payment request is conditional and subject to verification by us that the check has not already been paid or that some other action to pay the check has not been taken by you.

A stop payment request against a check is effective only against the check that is identified as described above. We will charge you a separate fee for each stop payment request you make using this Service. The amount of this fee is disclosed in our Account Fees schedule.

If you make a stop payment request using the Service after 7:00 p.m., Eastern Time, on any Business Day or any day that is not a Business Day, we will consider your request to be received by us on the next Business Day. Stop Payments of checks are also subject to the provisions of your Account Agreement.

Online Banking Alerts

Your enrollment in Online Banking includes access to alerts for your Accounts. The Alerts services are optional and are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your Accounts.

When you activate an Alert, you agree to the following:

- Online Banking Alerts allow you to create a variety of automated Alert messages for your online banking Accounts.
- Each Alert has different options available, and you will be asked to select from these options upon activation of your Alert services.
- Electronic Alerts will be sent to the email address you have provided as your primary email address for Online Banking. If you change your email address you are responsible for informing us of the change.
- You understand and agree that your Alerts may be delayed or prevented by a variety of factors. We neither guaranty nor warrant the delivery nor the accuracy of the contents of any Alert. You also agree that we shall not be 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 any third party in reliance of an Alert.

We may add new alerts from time to time or cancel alerts. We may notify you of cancelled alerts services at our sole discretion, but are not obligated to do so.

Secure Messaging/ Use of External E-mail Address

Because normal Internet e-mail transmissions may not be secure, for Account inquiries, you agree to log into the Online Banking Service and contact us electronically only through Online Banking's secure messaging service. We will not immediately receive messages that you send. FCCB will not take action based upon your message requests until we actually receive your message and have a reasonable opportunity to act on it. You should **not** rely on electronic mail if you need to communicate with FCCB immediately – for example, if you need to report an unauthorized transaction from one of your Accounts or if you need to stop a payment that is scheduled to occur. For these types of communications, you should call FCCB immediately at (800)-326-9486 or visit any of our branch locations. You agree that FCCB may respond to you by electronic mail or a secure message within the Application with regard to any matter related to a Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by FCCB is deemed received within three (3) days of the date sent by FCCB, regardless of whether or not you sign on to use the Service within that time frame.

With the Online Banking Service, we may send messages to your external email address and notify you that responses to your payment inquiries or customer service inquiries are available. We cannot act on instructions sent by you from an external email address. You should use the Online Banking secure message center to send a secure message to FCCB.

Statements

You will continue to receive your regular Account statement either monthly or quarterly, depending on the type of Account. We encourage you to enroll in our convenient eStatement service.

Bill Payment Service

The Bill Payment Service is provided by Jack Henry & Associates (“JHA”). The Bill Payment Service permits you to use your Internet-enabled devices to direct payments from your designated online Bill Pay Account to third parties you wish to pay. A separate Bill Payment Agreement is required to obtain this service.

Mobile Banking

Mobile Banking is offered as an extension of Online Banking and is only available to Bank Customers enrolled in Online Banking. It does not offer all capabilities offered in Online Banking and is not intended to replace Online Banking access from your personal computer. To use Mobile Banking you must have a currently supported mobile device and you must download the appropriate mobile application to your mobile device. After downloading the mobile application, you may log-in to Online Banking by opening the mobile application on your device, using your same Online Banking user name, password and any applicable log-in security information.

Mobile Banking allows you to view Account balances and transactions, transfer funds, schedule bill payments (with separate agreement), and perform other banking transactions while using compatible and supported mobile devices (“Access Devices”) such as iPhones and Android-based phones. We may modify the Mobile Banking Services at any time. You agree to download all updates and/or new versions of mobile banking when such updates or new versions become available. Any added Mobile Banking Service or feature will be governed by this Agreement and by any terms and conditions provided at the time of enrollment or use of the feature or service, as amended from time to time.

You agree that your use of Mobile Banking is subject to the terms and conditions of all your existing agreements with us, as amended from time to time. Any deposit account, Loan Account, or other banking product accessed through Mobile Banking is subject to the account agreements and related disclosures provided at the time of account opening, as amended from time to time.

Contact by FCCB

No FCCB employee, or any company affiliated with FCCB Online Banking will contact you via email or phone requesting your Online User ID or Password. If you are contacted by anyone requesting this information, please contact us immediately.

Joint Accounts

When your Online Banking service is linked to one or more accounts with multiple owners or signers, we may act on verbal, written or electronic instructions of any authorized signer on such Account. However, we recommend that each authorized signer on joint Accounts have their own individual Online ID.

Commonly Controlled Entities

You represent and warrant that each of the entities listed on Addendum A is under common ownership and/or control with you (each, a “Commonly Controlled Entity”). You acknowledge and agree that, by including an entity on Addendum A as a Commonly Controlled Entity, and by agreeing to be included on Addendum A to the Online Banking Agreements of the Commonly Controlled Entities (i) your Accounts will be accessible to the Commonly Controlled Entities and you will have access to the Accounts of the Commonly Controlled Entities, and (ii) your (and your Commonly Controlled Entities’) Authorized Users will be able to transfer funds among the Accounts of the Commonly Controlled Entities, and (iii) all checks issued to the payees thru the Bill Pay function for any of the Commonly Controlled Entities will have the name of the entity for which the account has been established printed on the checks. You agree to defend, indemnify and hold the Bank harmless from and against any and all actions, losses, liabilities, claims, damages or expenses (including, without limitation, attorneys’ fees, court costs and expenses) arising from or related to (i) your designation of an entity as a Commonly Controlled Entity, (ii) a Commonly Controlled Entity’s designation of you as commonly owned/controlled with it, or (iii) the transfer of

funds from an Account maintained by you to an Account maintained by a Commonly Controlled Entity, or vice versa. You and all Commonly Controlled Entities shall be jointly and severally liable for this indemnity obligation.

Notices/Address Changes

To the extent permitted by Applicable Law, any notice or communication to us will not be effective until we receive and have had a reasonable opportunity to act on such notice or communication.

You authorize us to, and you agree that we may, send any notice or communication that we are required or permitted to give you under this Agreement to your mailing address or e-mail address as it appears on our records, and that any such communication or notice will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing address or e-mail address, and you acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act on your notice. If your Online Account is accessed by more than one person or entity, you agree that we may consider any such notice or communication as being given to all Online Account users when such notice or communication is given to any one Online Account User.

You agree that we may send confidential information including your User ID to your current address shown in our records for your Primary Online Account, whether or not our records include delivery instructions to a particular individual. You also agree that we will not be responsible or liable in any way in the event that such properly addressed information is intercepted by an unauthorized person either in transit, at your home, at your place of business or otherwise.

Compliance

You agree to comply with all existing and future instructions used by FCCB for processing of transactions. You and we agree that all Services will be subject to and will comply with applicable law, including without limitation, any applicable federal and state laws, codes, rules and regulations, such as the Internal Revenue Code and the operating circulars of the Federal Reserve System (collectively, the “Applicable Law”), and the operating rules of networks, associations and systems, such as the rules of the National Automated Clearing House Association and any regional Clearing House (collectively “Applicable Rules”) that we may use from time to time to provide the Services, and any Office of Foreign Assets Control (OFAC) requirements, each as amended from time to time. You acknowledge that you will not use the Service in violation of any Applicable Laws, Applicable Rules, or requirement.

You understand that information regarding OFAC requirements can be obtained by calling the OFAC Compliance Hotline, toll free, at 1-(800)-540-OFAC. You also understand that failure to comply with Applicable Rules could result in liability for fines and other penalties assessed against us pursuant to those rules, which you agree to pay directly or to reimburse us promptly upon demand.

OFAC is a division of the United States Treasury Department and is mandated to implement and enforce economic sanctions imposed by the U.S. Government against hostile foreign countries, their nationals, or other “specially designated” individuals or entities. These sanctions restrict banks and other businesses from doing business with those designated countries and entities.

Other Agreements

In addition to this Agreement, you and FCCB agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service, the Bill Payment service or Cash Management service is your acknowledgement that you have received and read the agreements related to the services and are bound by them. You should review other agreements received by you when you open your Accounts at FCCB including the charges that may be imposed for the electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

Modifications to this Agreement

Except as otherwise required by Applicable Law or Applicable Rule, the Bank may change the terms of this Agreement (including any applicable Service fees) and any other agreement described herein from time to time and at any time. When changes are made, we may notify the Customer by mail, through secure email message, e-mail and/or by posting the amendment to our web site. We will update the Agreement on our web site on or before the effective date of the change, unless the change must be made before we can update the Agreement in order to maintain adequate security of the System or unless an Applicable Law or Applicable Rule mandates that the change be made at an earlier date. If such a change is made, and it cannot be disclosed without compromising the security of our System, this Agreement will be updated within 30 days after the change. Customer may choose to accept or decline changes by continuing or discontinuing the use of the Services. Customer's continued use of the Services shall constitute Customer's acceptance of the amended Agreement.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

FOR CONSUMERS ONLY

In Case of Errors or Questions About Your Electronic Transfers call us at (800)-326-9486, write us at:

FCCB
Attn: Electronic Banking Dept
1163 S Main St
Mansfield, PA 16933

or message us via the Secure Message portal within Online Banking as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent, or made available to you, the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the 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.
- (3) Tell us 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 ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to

complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Your Liability

If you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, you should immediately log in and change your password and then contact us at (800)-326-9486. An immediate telephone call to us is the best way to reduce any possible losses.

FOR CONSUMERS ONLY

If you tell us within two (2) Business Days after you learn of the loss, theft, compromise, or unauthorized use of your password to make an electronic fund transfer, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your Accounts without your permission if you had told us in time, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, contact us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may not get back any money you lost through transactions made after the sixty (60) day period if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from contacting us, we may extend the time periods.

If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (800)-326-9486 or write us at:

FCCB
Attn: Electronic Banking Dept.
1163 S Main St
Mansfield, PA 16933

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without permission. You may also utilize our Secure Message system from within our Online Banking Application.

FOR BUSINESS CUSTOMERS

You acknowledge, represent and warrant that all Company Accounts that can be accessed under Online Banking are not accounts established primarily for personal, family or household purposes.

Additional risk is associated with the use of Online Banking and Cash Management by Business Customers. You WILL NOT have the benefit of any consumer law limiting liability for the unauthorized use of Online Banking. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of Online Banking. You are liable for transactions you did not authorize if we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by Applicable Law. You agree to defend, indemnify and hold us harmless from and against any and all actions, losses, claims, liabilities, damages or expenses (including, without limitation, attorneys' fees and court costs and expenses) arising from or related to the access or use of any such Service.

If you have reason to believe that your User ID and Password have been lost, stolen or otherwise compromised (or may be compromised) or that a transaction may have been made with your User ID and Password without your permission, you must call us at (800)-326-9486 during normal business hours or write us at the address listed above. You should also immediately change your User ID and Password. You will not be liable for any unauthorized transaction that occurs after we receive your notice and have had a reasonable opportunity to act on it, unless we can prove that your failure to comply with this Agreement or to otherwise exercise ordinary care contributed to the unauthorized transaction.

Our Liability for Failure to Make a Transfer

If we do not properly complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for the amount of any actual (but not incidental or consequential) damages incurred by you and resulting directly from such failure. However, we will not be liable in the following instances:

1. If through no fault of FCCB, you do not have enough money in your Account to make the transfer.
2. The transaction you request would exceed the funds in your Account plus any available overdraft credit.
3. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failures or breakdown, or the unauthorized actions of a third party) prevent the transfer, despite reasonable precautions that we have taken.
4. If there is a hold on your Account, or if access to your Account is blocked, in accordance with banking policy.
5. If your funds are subject to legal process or other encumbrance restricting the transfer.
6. The failure is due to an equipment breakdown which you knew about when you started the transaction.
7. You attempt to complete a transaction using the Service which is not a permissible transaction.
8. The transaction would exceed security limitations on the use of the Service.
9. If your transfer authorization terminates by operation of Applicable Law.
10. Access of your Accounts without your permission.
11. You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
12. If we have received incomplete or inaccurate information from you or a third party involving that Account or transfer.

13. If we, in good faith, believe that the transaction instruction was given without the Company's authorization, has not been properly authenticated or is fraudulent or we have other reasonable cause not to honor a transaction for the company or for our protection.
14. If you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in the Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete an authorized transfer, and we will not be liable for any incidental or consequential damages, which are hereby waived.

If any of the circumstances above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Disclosure of Information to Third Parties

We will disclose information to third parties about your Account or the transfer you make:

- Where it is necessary to complete transfers or investigate transaction errors and verify transactions; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or payee; or
- In order to comply with court or government agency orders or court, government or administrative agency summonses, subpoenas, orders, examinations and escheat reports or other reporting requirements; or
- If you give us your written permission; or
- As required or allowed by Applicable Law.

More information regarding disclosure of information to third parties is contained in the FCCB Privacy Policy and FCCB's Notice of Your Privacy Rights, which you are urged to read and are incorporated in this Agreement by reference.

Termination and Inactivity

To cancel Online Banking you must notify FCCB and provide your name; address; whether you are discontinuing Online Banking, or a combination of Services; and the effective date to stop the Service. You may notify FCCB by one of the following methods:

- By sending a secure message within the Service.
- By calling (800)-326-9486, 8:00 a.m. to 5:00 p.m. (Eastern Time), Monday through Friday.
- By writing a letter and either sending it to the following address:

FCCB
Attn: Electronic Banking Dept.
1163 S Main St
Mansfield, PA 16933

- By giving it to a Personal Banker at any FCCB banking office.

We may end your rights to use Online Banking for any reason or for no reason at any time without notifying you.

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate any or all of your Services under this Agreement without notice to you if you do not pay any fee required by this Agreement when due, or if you do not comply with the agreement governing your deposit or loan accounts, or your Accounts are not maintained in good standing, or for any other reason or no reason at the discretion of FCCB. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

Unless you are paying a monthly service charge to the Bank for the Service, we may convert your Account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 200-day period. If your Account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

If this Agreement is terminated for any reason, outstanding funds transfers and other Services, including any automatic or recurring funds transfers, may be cancelled. We may continue to transfer funds and to perform other Services you have previously authorized or may subsequently authorize; however, we are not under any obligation to do so. We will not be liable if we choose to transfer funds or to perform any other Service you previously authorized or subsequently authorize after this Agreement terminates but we are not obligated to do so.

No Warranty

WE MAKE NO REPRESENTATION OR WARRANTY, WHETHER, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF A THIRD PARTY'S PROPRIETARY RIGHTS WITH RESPECT TO ONLINE BANKING OR ANY OF THE SERVICES.

Limitation on Liability

We agree to undertake commercially reasonable efforts to ensure the performance of the Bank's Online Banking service (subject to reasonable down time for maintenance and upgrades to the service). We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider, your connection to the Internet, your computer or mobile device, or caused by any browser software.

Our sole responsibility in respect of our Online Banking service will be to correct the error. We will not be liable for any indirect, special, incidental or consequential damages. Our liability is further limited as set forth in your Account Agreement(s). In the event that the law does not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the maximum extent permitted by applicable law.

Governing Law; Venue

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions and without regard to your state of residence. In the event a dispute arises either directly or indirectly under this Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in the Commonwealth of Pennsylvania.

Fees for Service

The Bank reserves the right to impose fees for Online Banking and other Services. You will be notified of the fees for such Services before the fees go into effect. Fees for Online Banking and other Services are subject to change. The service charges and fees provided for in your Account agreement and related agreements will apply.

Waiver

We may waive, or delay exercising, any of our rights under this Agreement without notifying Customer. Such a delay or waiver will not affect any other rights we may have. The waiving of any of our rights on any occasion shall not be deemed to be a waiver of such right in the future. This Agreement may not be amended by course of dealing.

Assignment

Customer shall not assign this Agreement or Customer's rights hereunder, voluntarily or involuntarily, by operation of law (i.e., a merger) or any other manner, without our prior written consent. Any purported assignment in violation of this section is null and void. This Agreement shall be binding on Customer and Customer's successors and assigns and shall inure to our benefit and the benefit of our successors and assigns.

Miscellaneous

This Agreement is the final and complete agreement between Customer and the Bank concerning the Services and supersedes any prior agreements, oral or written, or other communication between Customer and the Bank related to the Services including any marketing or other similar materials. If any part of this Agreement is determined by a court to be invalid, the rest will remain in effect. If any provision is determined by a court of competent jurisdiction to be invalid, the provision shall be deemed amended to the extent necessary to be valid, and all other provisions shall remain in effect. No failure, partial exercise or delay by us in exercising any of our rights or remedies shall constitute a waiver of any of them or require notice for subsequent exercise at any time of any of our rights or remedies. This Agreement may not be amended by course of dealing. Customer agrees that a copy of this Agreement and/or evidence that Customer entered into any agreement on-line, kept in the normal course of our business, may be entered into evidence as an original.