

FIRST CITIZENS COMMUNITY BANK
NETTELLER APPLICATION FORM

In order to ensure correct feature functionality and security, the current and one prior major release of Internet Explorer / Microsoft Edge, Firefox, Google Chrome, and Safari, on a rolling basis, will be supported. 128-bit encryption is required.

Account Owner 1: (Please Print)

First _____ Middle _____ Last _____

CIF# For Bank Use Only

Name of Business _____

Social Security Number: _____ Caller ID Code _____
Created by the caller. Can be letters and/or numbers.

Account Owner 2: (Please Print)

First _____ Middle _____ Last _____

CIF# For Bank Use Only

Name of Business _____

Social Security Number: _____ Caller ID Code _____
Created by the caller. Can be letters and/or numbers.

Mailing Address:

Street or PO Box _____

City _____ State _____ Zip Code _____

E-Mail _____ Best Time to Contact _____ AM PM

Home Phone _____ Work Phone _____

Services Requested

NetTeller

NetTeller excluding Transfer Option

Only Checking Account numbers can be used for Bill Payment. Money Market Account transactions are restricted to 6 per statement cycle 3 of which can be by check.

Accounts to be accessed using NetTeller

What accounts do you wish to access?

All Accounts

The following accounts only:

Account Number

Account Number

This Application and Agreement (the "Application") is between First Citizens Community Bank (the "Bank") and each customer signing an Application (the "Customer") thereby authorizing the Bank to establish NetTeller service for the account(s) (each "NetTeller Linked Account") listed in this or any other Application signed by the Customer. Each registered owner of a NetTeller Linked Account must sign (having their signature notarized or witnessed by a bank employee) an Application in order to have NetTeller access to such Account. Each Application supplements and amends, and the service provided by the Bank is subject to, the Internet Banking Services Agreement and Online Disclosure Statement (the "Internet Banking Agreement") that has either previously been or will be given to the Customer upon submission of this Application. All NetTeller transactions, including transfers of funds and bill payments, are governed by the terms of this Application and the Internet Banking Agreement, as well as any deposit account agreement between the Customer and the Bank, as each may be amended from time to time.

By signing an Application, the Customer understands and agrees that, regardless of account ownership registration, each Application signer may electronically access any NetTeller Linked Account, even though such person may not be a registered owner of the NetTeller Linked Account or access the NetTeller Linked Account other than electronically through NetTeller.

EACH CUSTOMER HEREBY RELEASES THE BANK FROM ANY LIABILITY AND AGREES NOT TO MAKE ANY CLAIM OR BRING ANY ACTION AGAINST THE BANK FOR HONORING OR ALLOWING ANY NETTELLER TRANSACTIONS ON NETTELLER LINKED ACCOUNTS. CUSTOMER AGREES TO INDEMNIFY AND HOLD THE BANK HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) ARISING FROM ANY SUCH CLAIMS OR ACTIONS.

PLEASE NOTE: This document must be signed in front of a First Citizens Community Bank employee or a notary public

Signature of Authorized Signer Date Signature of Authorized Signer Date

Witnessed by Bank personnel: _____ Date _____

ACKNOWLEDGMENTS

COMMONWEALTH/STATE OF _____, CITY/COUNTY OF _____ }:

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, a Notary Public for the Commonwealth and City/County aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing Application, who acknowledged that (s)he executed such Application on his/her own behalf for the purposes therein set forth and that the same is his/her act and deed.

IN WITNESS WHEREOF, I have set my hand and seal the day and year first above written.

Notary Public

My Commission expires: _____

Bank Use Only
NetTeller Banking ID Number _____
Fax By (Date & Time) _____

NETTELLER ADDENDUM

NetTeller Banking ID# _____

Account Owner's _____ **CIF#** _____

Name/Name of Business _____

Social Security Number _____ - _____ - _____ **Caller ID Code** _____
Created by the caller. Can be letters and/or number

I am currently registered for First Citizens Community Bank (the "Bank") NetTeller and would like to have the following changes made to my NetTeller services:

Please complete the following: Enter (A) for Add Account (D) for Delete Account

A/D	Account #:	Registered Owner(s):
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

=====

___ I currently do not have but am authorizing the Bank to set up the NetTeller Transfer Option for the NetTeller Banking ID# above. I certify that I am a registered owner and have authority to authorize this option.

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___ I currently have but am authorizing the Bank to delete the NetTeller Transfer Option for the NetTeller Banking ID# above. I certify that I am a registered owner and have the authority to authorize the Bank to delete this option.

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___ I currently have but am authorizing the Bank to delete the NetTeller Bill Payment Option for the NetTeller Banking ID# above. I certify that I am a registered owner and have the authority to authorize the Bank to delete this option.

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___ I currently have but am authorizing the Bank to delete the NetTeller Banking ID# above, Bill Payment and Cash Management Options if applicable. I certify that I am a registered owner and have authority to authorize the Bank to delete this NetTeller Account.

FIRST CITIZENS COMMUNITY BANK

INTERNET BANKING SERVICES AGREEMENT AND ONLINE DISCLOSURE STATEMENT

INTRODUCTION

In this Internet Banking Services Agreement and Online Disclosure Statement each and all of the depositors or account holders are referred to as "you". First Citizens Community Bank is referred to as the "Bank", "we", "our", or "us". This Internet Banking Services Agreement contains the terms and conditions governing access through the Internet to your Eligible Accounts. As used in this document, the term "Agreement" means this document, the NetTeller™ Application Form, the signature card, a rate and fee schedule, Truth in Savings disclosures, a Funds Availability Policy Disclosure and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the application acknowledges receipt of this Agreement and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement on a one-time basis or for any period or duration, without changing the terms of this Agreement or your obligation to be bound by this Agreement in the future or waive our rights to enforce the terms of this Agreement.

I. SETUP AND USE OF NETTELLER™ SERVICES

A. Account Eligibility

1. Requirements

In order to activate your NetTeller™ services, you must have at least one eligible account with us. "Eligible Accounts" include the following:

Transactional Accounts

Any checking account with the Bank

Inquiry/Transfer Access

Money Market Investor

Statement Savings

Freedom Club (view only)

CDs and IRAs (view only)

Ready Money

Home Equity Line of Credit

Home Equity Installment Loan

Mortgage

By enrolling in NetTeller™ you may request access to all eligible Bank accounts of which you are an owner. You must pay any required monthly fees and other fees described in this Agreement. You may be asked to change your password from time to time for security reasons. **You must keep your password secure at all times. Any person having access to your NetTeller™ ID and password will be able to access NetTeller™ services and perform all transactions, including reviewing account information, making transfers to other accounts, making payments to real or fictitious payees, and ordering checks.**

2. Access

You can use NetTeller™ services to access your accounts. Our NetTeller™ services will allow you to:

View account balances

Pay Bills from a Transactional Account

Download account information

Communicate with us via the NetTeller™ secure message center

Transfer money between Deposit Accounts

Stop payments

Review recent transactions and account statements

View check images

Transfer money from Line of Credit to Transactional Account

Order checks

NetTeller™ services shall be accessible 24 hours a day, seven days a week. Any transfer between your accounts that is completed after 7:00 p.m. Eastern Time on a business day or at anytime on a Saturday, Sunday, or banking holiday will be posted on the next business day. Our business days are Monday thru Friday, excluding holidays. NetTeller™ services may be inaccessible for a reasonable period on a daily basis for system maintenance. We shall not be liable under this Agreement for failure to provide access due to catastrophic system failure at the Bank or at an Internet provider, or due to other unforeseen acts.

Your access to NetTeller™ services shall be determined by the sole discretion of the Bank. Subject to applicable law, the Bank reserves the right to modify, suspend, or terminate access to the NetTeller™ services at any time and for any reason without notice or refund of previously incurred fees.

B. Equipment and Software Requirements

In order to ensure correct feature functionality and security, the current and one prior major release of Internet Explorer / Microsoft Edge, Firefox, Google Chrome, and Safari, on a rolling basis, will be supported. 128-bit encryption is required. You agree that we are not responsible for any errors or failures from any malfunction of your computer and software, or any virus, malware, or other problems related to the use of NetTeller™ services.

II. NETTELLER™ SERVICES

A. Products and Services Offered

1. Fund Transfers and Account Information

To use NetTeller™, you must first complete an application. Upon approval, you will then be able to view account balances, view recent transactions, and perform transfers. We deduct the amount of your fund transfer from your account on the date you instruct us to process it. We may refuse to act on your fund transfer instruction if sufficient funds, including funds available under any overdraft plan, are not available in your account on the date you want us to transfer funds. You will be able to download your account information in various file formats, such as Quicken®, QuickBooks®, and Comma Separated Value (CSV). To use the online Bill Payment Services, you must register through NetTeller™.

2. Bill Payment Services

You may use the online Bill Payment Service to make payments to companies or individuals you select. When you enroll in the Bill Payment Service, you must designate at least one transactional account from which to make payments.

When you schedule a bill payment using the Bill Payment Service (“PowerPay” or “Cash Management BillPay”), you authorize us to withdraw the necessary funds from your designated transaction account with us. We may refuse to act on your instructions if sufficient funds, including funds available under any overdraft plan, are not available in your designated transaction account on the date you want us to process your payment.

B. Additional Information about the Bill Payment Service

To begin using the Service, complete Bill Payment enrollment through NetTeller™ and use the Service to add your payees and payments. You may add a single or recurring payment to a Payee, only if the Payee is on your authorized list of payees, by accessing the Service and entering the appropriate information. Your Payee’s mailing address must be within the United States, including U.S. territories and Army Post Offices (APOs). If you choose to Pay a Person, your options are by email, text message, direct deposit, or check. We may set daily, monthly and per transaction limits on the Bill Payment Service, and we reserve the right to adjust these limits at any time. We may refuse the designation of a payee for any reason. The daily cut-off time for bill payments is currently 3:00 p.m. Eastern Time; we reserve the right to change the cut-off time in our sole discretion.

A single payment will be processed on the business day that you designate as the payment date, provided the payment is submitted prior to the daily cut-off time on that date. A single payment submitted after the cut-off time on the designated payment date will be processed on the following business day. If you designate a non-business day as the payment date, the payment will be processed on the first business day following the designated payment date.

When a recurring payment is processed, a payment date is automatically calculated for the next occurrence of the payment based upon your selected frequency settings for the payment. If the calculated payment date is a non-business day, it is adjusted as follows: If the recurring payment’s “Pay Before” option is selected, the payment date for the new occurrence of the payment is adjusted to the first business day before the calculated payment date. If the recurring payment’s “Pay After” option is selected, the payment date for the new occurrence of the payment is adjusted to the first business date after the calculated payment date.

It is your responsibility to properly establish payees, ensure the accuracy of all payee and payment information, and to schedule payments. The Bill Payment Service will indicate whether a payee is paid electronically or by check, and will calculate the estimated arrival date of your payment. This is strictly an estimate; you must allow ample time for each payment to reach the Payee and to be posted by the Payee. We recommend that you schedule electronic payments a minimum of three business days in advance of when you want the payment to be posted at the payee. We recommend that you schedule check payments a minimum of seven business days in advance of when you want the payment to be posted at the payee. You may change or cancel a payment any time before the scheduled payment date.

We will use our best effort to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you through the Bill Payment Service because of the existence of any one or more of the following circumstances:

Your account does not contain sufficient funds to complete the payment or transfer, or the payment or transfer would exceed the credit limit of your overdraft account;

Bill Payment Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;

The payee mishandles or delays a payment sent by us;

You have not provided us with the correct name, mailing address, electronic address, or account information for those persons or entities you wish to pay, or you attempt to pay a Payee that is not on your authorized payee list;

Circumstances beyond our control (such as, but not limited to, fire, flood, interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing five (5) exceptions to our performance obligations are applicable, if we cause an incorrect amount of funds to be removed from your transaction account or cause funds from your transaction account to be directed to a person or

entity which does not comply with your payment instructions, we shall be responsible for returning the improperly transferred funds to your transaction account and for directing to the proper recipient any previously misdirected payments or transfers.

C. Fees

There are currently no monthly service charges or transaction fees for the NetTeller™ services. However, fees may apply for banking services ordered through NetTeller™, such as stop payments and check orders.

The current service charge for the PowerPay Bill Payment service is \$2.95 per month for consumers and \$5.95 per month for businesses, for an unlimited number of payments. The monthly PowerPay Bill Payment service charge will be waived for the first three months.

The current service charge for Cash Management Bill Pay is \$5.95 per month, and includes ten payments per month. Each subsequent payment will be assessed a \$.50 fee. The monthly Cash Management Bill Pay service charge will be waived for the first month.

The current service charge for Cash Management Bill Pay with Payroll Deposit is \$24.95 per month, and includes fifty payments per month. Each subsequent payment will be assessed a \$.50 fee. The monthly Cash Management Bill Pay with Payroll Deposit service charge will be waived for the first month.

Fees may apply for optional Bill Payment services such as gift payments and donation payments. These fees will be disclosed online, and will only be assessed if you request one of the optional services.

You are responsible for all telecommunication charges you incur in connecting to the NetTeller™ and Bill Payment Services. You are also responsible for charges by any Internet Service Provider you use.

D. Mobile Banking

Mobile Banking is offered as an extension of NetTeller™ and is only available to Bank customers enrolled in NetTeller™. It does not offer all capabilities offered in NetTeller™ and is not intended to replace NetTeller™ access from your personal computer. Mobile Banking allows you to view account balances and transactions, transfer funds, schedule bill payments, and perform other banking transactions 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 when you use NetTeller™ and/or Mobile Banking you will remain subject to the terms and conditions of all your existing agreements with us, as amended from time to time. Any deposit account, loan or other banking product accessed through NetTeller™ and/or Mobile Banking is subject to the account agreements and related disclosures provided at the time of account opening, as amended from time to time.

You also agree that you will remain subject to the terms and conditions of your existing agreements with your mobile service provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service provider may impose data usage or text message charges for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You understand that only your mobile service provider is responsible for its products and services, and you agree to resolve any problems with your provider without involving Bank.

You are responsible for providing your own hardware and software to access NetTeller™ and/or Mobile Banking. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by “spyware” or other malicious code. We are not responsible for advising you of the existence of or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of Mobile Banking on all mobile devices. Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of range” issues.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using NetTeller™ and/or Mobile Banking. You agree not to leave your personal computer or Access Device unattended while logged into NetTeller™ and/or Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your login information or other means to access NetTeller™ and/or Mobile Banking, you are fully and solely responsible for any transactions they authorize and Bank will not be liable for any damages resulting to you. If you use any location-based features of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location-based features of Mobile Banking.

Bank will not be liable to you for any losses caused by your failure to properly use Mobile Banking or any Access Device, nor will we be liable to you for any losses caused by your loss or misappropriation of any Access Device.

Bank reserves the right to i) change or cancel the NetTeller™ and/or Mobile Banking services at any time without notice; ii) take any action it deems necessary or advisable, in its sole discretion, to protect its systems and information; iii) limit the types and number of accounts eligible for the services; and iv) refuse to conduct any transaction you request through NetTeller™ and/or Mobile Banking. We may suspend or deny access to NetTeller™ and/or Mobile Banking at any time without notice and for any reason, including, but not limited to, your non-use or misuse of NetTeller™ and/or Mobile Banking services.

III. PARTIES; RESPONSIBILITIES

A. Responsibilities of the Consumer

1. Consumer rights and responsibilities under Regulation E

a. Authorized use of NetTeller™ services by other persons.

You are responsible for keeping your password and account data confidential. The Bank is entitled to act on transaction instructions received using your password, and you agree the use of your password will have the same effect as your signature in authorizing transactions. If you authorize other persons to use your password in any manner, your authorization shall be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization (and changed your password), and you are responsible for any transactions made by such persons until you notify us that transactions by that person are no longer authorized (and we have a reasonable opportunity to act upon the change of your password).

b. Reporting Unauthorized Transactions

You should notify us AT ONCE if you believe your password has been lost or stolen (or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account). If you do not notify us promptly, it is possible that you could lose all the money in your account (plus your maximum overdraft line of credit). To notify us, call us at (570) 662-2121 or (800) 326-9486 during normal customer service hours.

c. Consumer Liability For Unauthorized Transactions

NOTE: Federal law requires that if you believe your password has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, 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 or theft of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the FIRST statement showing such a transaction was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your account statement upon receipt. If you find that your records and ours disagree, you must call Customer Service at (570) 662-2121 or (800) 326-9486 immediately.

d. Resolving Errors or Problems

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact us by telephone at (570) 662-2121 or (800) 326-9486, or write us at:

First Citizens Community Bank
Internet Banking- Customer Service
15 South Main Street
Mansfield, PA 16933-1590

as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you contact us, our representative will need to know the following information:

1. Your name and account number
2. A description of the error or the transaction you are unsure about, and the explanation of why you believe it is an error or why you need more information; and
3. The dollar amount of the suspected error.

If you tell us orally (or by electronic communication) we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation 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 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. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

2. Other Consumer rights and obligations

a. Maintaining accounts

You agree to properly maintain any accounts you have with the Bank and to comply with the Terms and Conditions governing these accounts.

b. Preauthorized Payments

You may use the Bill Payment Service to schedule bill payments to Payees from your Transactional Account. The Bank reserves the right to refuse to make payments to certain Payees (such as government agencies). You must designate the Payees to which you want bill payments to be made and provide the Bank with account numbers and other information requested by the Bank to make sure your payments can be properly credited.

By designating Payees and transmitting a payment instruction, you authorize the Bank to follow the payment instruction and transfer funds from your designated account to those Payees according to those instructions. If there are insufficient funds in your account, including funds available under any overdraft protection plan, to make the payments you have authorized, the Bank may refuse to make the payment or make the payment and thereby overdraw your account. In either event, you agree to be responsible for any non-sufficient funds ("NSF") and overdraft charges that may apply in accordance with your Account Agreement(s).

B. Responsibilities of the Bank

1. Bank's rights and responsibilities under Regulation E

a. Bank's responsibility for processing transactions

If we do not complete a transfer to or from your account (or cancel a transfer) on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

b. Limitations of Bank's responsibility for processing transactions

There are some exceptions to the Bank's liability for processing transactions on the consumer's accounts. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer;
2. If the transfer would go over the credit limit on your overdraft line;
3. If the funds in your account were attached or the transfer cannot be made because of legal restrictions affecting your account;
4. If the systems were not working properly and you knew about the breakdown when performing the transaction;
5. If circumstances beyond our control such as interruption of telephone service or telecommunication facilities or a natural disaster (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken;
6. If you have not provided us with complete and correct payment information, including without limitation the name, mailing address or electronic address, account number and payment amount for the payee on a bill payment;
7. If you have not properly followed the instructions for using the Bank's NetTeller™ services;
8. If your operating system or software was not properly installed or functioning properly; or
9. There may be other exceptions stated in our agreement with you.

The Bank's sole responsibility for an error in a transaction will be to correct the error, but in no case shall the Bank be liable for any indirect, special, incidental or consequential damages. In states which do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, the Bank's liability is limited to the extent permitted by applicable law.

2. Other Bank rights and obligations; limitation of Bank's and other providers' responsibilities

a. Warranties of Fitness and Merchantability

NEITHER THE BANK, NOR ANY SOFTWARE SUPPLIER, NOR ANY INFORMATION PROVIDER MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS), UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

b. Computer-related warranties

Neither the Bank nor any software supplier nor any information provider are liable for any computer virus, malware, or software-related problems which may be attributable to software or the services provided in connection with the NetTeller™ services.

IV. CONSUMER PRIVACY AND CONFIDENTIALITY

We recognize the importance of protecting the confidentiality of all personal information about you. Personal information includes all of the personally identifying information that you provide us in connection with your account and your use of NetTeller™ services. Any sharing of personal information is subject to our Privacy Policy which is available at any Bank office or at www.firstcitizensbank.com.

V. TERMINATION

Your NetTeller™ or Bill Payment services remain in effect until terminated by you or us. You may cancel your NetTeller™ or Bill Payment services at any time by notifying us of your intent to cancel via the NetTeller™ secure message center, or by calling (570) 662-2121 or (800) 326-9486, or by writing to us at:

First Citizens Community Bank
Internet Banking- Customer Service
15 South Main Street
Mansfield, PA 16933-1590

This cancellation applies only to your NetTeller™ or Bill Payment services and does not terminate your other relationships with us. We may terminate your participation in the NetTeller™ or Bill Payment services for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

VI. CHANGES IN TERMS AND OTHER AMENDMENTS

From time to time we may amend this Agreement. If any amendment results in greater cost or liability to you or stricter limitations on the frequency or dollar amounts of transfers between your Eligible Accounts, we will give you at least 30 days notice by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing a notice delivered to the last email address you have provided us.

VII. OTHER PROVISIONS

A. Electronic notice

You may use electronic mail (fcb@firstcitizensbank.com) to contact us about inquiries, maintenance and/or problem resolution issues. However, email is NOT a secure method of communication. Thus we recommend you do NOT send confidential information by email, and that you use the NetTeller™ secure message center if you wish to contact us electronically. There may be times when you need to speak with someone immediately (especially to report a lost or stolen password or to stop a payment). In these cases, do not use electronic communications. Instead, call us at (570) 662-2121 or (800) 326-9486. You cannot use email to either transfer funds between accounts or to conduct transactions, such as paying bills. To accomplish these activities, please follow the appropriate instructions provided by your NetTeller™ services.

B. Business Days and Hours of Operation

“Business days” means Monday through Friday, excluding holidays. Our Hours of Operation are generally Monday through Thursday 8:00 a.m. to 4:30 p.m. Eastern Time, Friday 8:00 a.m. to 6:00 p.m. Eastern Time and Saturday 8:00 a.m. to 12:00 noon Eastern Time, except federal banking holidays set forth under the laws of the United States. A Bank representative is available to assist you during the hours listed above by calling (570) 662-2121 or (800) 326-9486.

C. Ownership of Website

The content, information and offers on our Website is copyrighted by First Citizens Community Bank and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

D. Geographic restrictions

The NetTeller™ services described in this Agreement are solely offered to First Citizens Community Bank customers residing in the United States of America. Citizens and residents may not be able to access the NetTeller™ services outside the United States of America.

E. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. Users of NetTeller™ acknowledge that all transactions must comply with the laws of the United States, including economic sanctions administered by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC).

F. Scope of Agreement

This Agreement represents our complete agreement with you relating to our provision of the NetTeller™ services. No other statement, oral or written, including language contained in our website is part of this Agreement.

G. Waiver of Jury Trial

IN ANY LITIGATION IN WHICH THE PARTIES ARE ADVERSE, THE PARTIES AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY.

VIII. DEFINITION OF TERMS

“NetTeller™” means a service which allows you to access account information, transfer funds, and pay bills on eligible accounts through the Internet.

“Password or Personal Identification Number (PIN)” means the confidential code selected by you for identification purposes in connection with the use of NetTeller™.

“Fund Transfers” means any electronic banking transaction including a deposit, withdrawal, or bill payment made electronically.

“Regulation E” means the Federal Reserve Board regulation pertaining to Electronic Funds Transfers. Regulation E provides consumers certain protections from unauthorized electronic transfers. Regulation E does not provide protection to business accounts.

“Bill Payment Service” means the service which allows you to perform payments to third parties from your designated account through instructions entered through NetTeller™.

“Scheduled Payment Date” means the date you instruct us to begin the process for a Bill Payment.

“Terms and Conditions” means account disclosures, which may be amended from time to time, governing accounts you have with us.

“Account Agreements” means Terms and Conditions and other documents provided which pertain to your accounts, as each may be amended from time to time.