First Citizens Community Bank Electronic Communication Delivery Authorization And Agreement

The following provisions constitute an Electronic Communication Delivery Authorization and Agreement (this "Authorization") with First Citizens Community Bank, Mansfield, PA (hereinafter referred to as "Bank", "we", "our", and "us") concerning the electronic delivery of Communications concerning accounts maintained by the Customer who accepts this Authorization (hereinafter referred to as "Customer", "you", and "your"). "Communications" shall mean any communications between you and us and may include but is not limited to periodic account statements, disclosure statements about your account, privacy notices, fee schedules, amendments to this and other agreements; and any and all notifications.

We need your consent to begin forwarding Communications to you electronically. Please review the information below prior to giving your consent. Your consent, which will be given by checking the "I agree to the terms and Conditions" box on the enrollment screen, will authorize us to forward to you Communications electronically. When your statement information is available, we will send you an email at the email address we have on file. To receive Communications electronically, you will need access to a computer that satisfies the Minimum Technical Requirements specified in Section 3 below. If you need technical or other assistance concerning such Communications, please contact us via the methods described in Section 8 below.

Bank hereby reserves at all times the right in its sole discretion to approve of and/or deem whether any account or account holder is eligible for the services set forth in this Authorization.

By selecting "I agree to the terms and Conditions", you also acknowledge your understanding of, and agreement to, the following terms and conditions:

1. Election and Authorization for Electronic Delivery

As an alternative to receiving delivery of your periodic account statements via the U.S. Mail, you may elect to receive such account statements ("eStatements") and other Communications electronically. By selecting "I Agree to the terms and Conditions", you affirmatively elect and authorize the Bank, at our discretion, to electronically deliver to you the periodic account statements, disclosures, notices, and other Communications for your accounts (the "Converted Accounts"), and to combine your periodic account statements into one eStatement. Accordingly, you will no longer receive a Bank account statement by U.S. Mail for your Converted Accounts. The same terms apply with respect to eStatements as for those delivered in paper form, and the account agreements and disclosures that you have previously received from us remain in effect. Your election and authority for electronic delivery can be withdrawn by your termination of this Authorization in accordance with the provisions of Section 7 below.

2. Security Measures

Bank shall provide and Customer agrees to abide by and follow any process or procedure established between Customer and Bank for the purpose of verifying that Communications, instructions, or inquiries regarding an eStatement are those of Customer, and/or for the purpose of authenticating Customer in connection with Customer's use of the eStatement Service ("Security Procedures"). Upon receipt of this Authorization, the Bank will send you an email containing your logon ID and require you to reply prior to initiating the electronic delivery of your eStatements. As to any Security Procedures agreed to by and between you and Bank, you represent that you have carefully considered the circumstances of your use of the eStatement, the content of the eStatements, the risks associated with the electronic delivery of your eStatements, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure, constitute commercially reasonable security procedures for the electronic review and retrieval of information. You authorize Bank to follow any and all instructions initiated using applicable Security Procedures unless and until you have notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures have been stolen, compromised, or otherwise become known to persons other than you and until Bank has had a reasonable opportunity to act upon such notice. In the event of any actual or threatened breach of security, Bank may issue you new Security Procedures or establish new Security Procedures

as soon as reasonably practicable, but Bank shall not be liable to you or any third party for any delay in taking such actions. Customer acknowledges and agrees that the Security Procedures are not designed to detect errors in the content of communications or instructions made through the eStatement Service and that Customer bears responsibility for detecting and preventing such error.

By selecting "I Agree to the terms and Conditions", you acknowledge that there are risks to the electronic delivery of your eStatements, including but not limited to: 1) delay or failure due to technical difficulties, 2) matters beyond the Bank's reasonable control, 3) eStatement access by unauthorized parties in spite of the Bank's reasonable security measures.

By selecting "I Agree to the terms and Conditions", you represent to the Bank that you have considered the Bank's Security Procedures and find these security measures to be reasonable. If you decide that the Bank's Security Procedures cease to be reasonable in the future, you should withdraw your authorization for the electronic delivery of your eStatements by your termination of this Authorization in accordance with the provisions of Section 7 below.

Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures at any time in Bank's sole discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures and/or continued use of the Service after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

You will receive email alerts from the Bank advising you that your eStatement is ready to be retrieved. We will never use these emails to ask you to verify any information about your Bank account relationships. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against email fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and/or "pharming"). You agree to educate yourself and your agents as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by email in order to ask for or to verify Account numbers, Security Procedures, or any sensitive or confidential information, and will never provide links to non-Bank related websites in emails that Bank transmits to you. In the event you receive an email or other electronic communication that you suspect to be fraudulent, you agree that neither you nor your agents shall respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. You should forward any suspected fraudulent or suspicious email to estatement@firstcitizensbank.com or as Bank otherwise may direct. You agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, email, or internet fraud.

Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of this electronic service. Any material downloaded or otherwise obtained through the use of any electronic service is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining, applying, and updating anti-virus, anti-spyware, and anti-spam software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems.

By selecting "I Agree to the terms and Conditions", you will continue to have the ability to receive paper copies of your eStatements upon making a request to the Bank for such paper copies. Additional fees may apply to get copies of previous statements as indicated in the Bank's Fee Schedule.

3. Minimum Technical Requirements

In order for you to receive eStatements, your computer hardware, software, and internet access must meet or exceed the following specifications:

- I. Internet access is required. High speed internet service is recommended (e.g., T1, Cable, DSL).
- II. Minimum PC Requirements:
 - Windows 7 or newer.
 - Internet Explorer. The two most recent versions will be supported.
 - Current critical Windows updates.
 - Security measures as described in Section 2 above.
 - Adobe Reader. The two most recent versions will be supported. Adobe Reader can be downloaded free of charge from www.adobe.com.
 - Access to a printer or the ability to download the information, in order to keep copies for your records.

By selecting "I Agree to the terms and Conditions", you confirm that you meet the Minimum Technical Requirements required for you to access, view and print your eStatements as contemplated under this Authorization.

We reserve the right to change the requirements needed to access or retain electronic records. If we make such a change and the change creates a material risk that you will not be able to access or retain subsequent electronic records, we will provide you with a statement of (i) the revised hardware and software requirements for access to and retention of the electronic records, and (ii) your right to withdraw consent without the imposition of any fees for such withdrawal.

4. Email Address

The Bank will deliver a notice to you via email that your eStatement is ready to be retrieved for viewing. The email containing the statement notice will be sent to the last known email address provided by you. Transmission of this notice to your email address is considered to be proper receipt by you.

By selecting "I Agree to the terms and Conditions", you agree to maintain a valid email address and to promptly notify the Bank anytime you change your email address. You agree that any failure by you to maintain a valid email address constitutes a lack of ordinary care on your part and that electronic delivery by the Bank to the email address provided by you to the Bank is an exercise of ordinary care by the Bank.

5. Prompt Review of Statements

Your eStatements will be dated the day your statements are produced on our system (the "statement date"). This may not be the date of email notification. Promptly review your eStatements and notify us immediately, and under any circumstance, within thirty (30) days from the statement date of any error, alteration, or other irregularities in your eStatements, items or account. See Section 8 below for notification methods.

6. Notice of Unauthorized Access

If you believe someone has obtained access to your eStatements without your permission, you agree to immediately notify us via the methods described in Section 8 below.

7. Termination/Amendment

If you consent to receive Communications electronically, but later want to withdraw your consent, you may contact us via the methods described in Section 8 below. You may withdraw your consent and change how you receive Communications at any time. Under normal circumstances, the Bank will apply this change within 10 (ten) business days.

The Bank will have the right to terminate this Authorization immediately if you fail to comply with the terms of this Authorization or in the event that Bank, in its discretion, deems that it is in the best interests of the Bank to cease electronic delivery of Communications to you. If the Bank terminates this Authorization, we will do so by written notice which will be mailed to you and the termination will be effective on the effective date specified on the written notice and not on the date when the notice

is mailed or received. In the event there is more than one owner on an account, notice to any one owner shall be effective as to all owners of the account.

Bank shall have the right to amend this Authorization with or without notice and such amendments shall be made available to Customer electronically.

8. Contacting the Bank

You may contact us by telephone at 800-326-9486; by writing to First Citizens Community Bank, Electronic Services, 1163 S. Main St, Mansfield, PA 16933; by sending email to estatement@firstcitizensbank.com; or by sending a secure message through our NetTeller online banking service. Never send sensitive information such as account numbers, social security numbers, or other personal information via email.

9. Bank's Responsibilities

Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between Customer and Bank or Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's control or other conditions or circumstances not wholly controlled by Bank, which would prohibit, retard or otherwise affect Bank's complete or partial performance under this Agreement.

10. Disclaimer of Warranty

BANK MAKES NO WARRANTIES TO THE SOFTWARE PROGRAM(S) USED TO ACCESS THE ELECTRONICALLY DELIVERED COMMUNICATIONS AND THE BANK DOES NOT WARRANT THAT THE SOFTWARE PROGRAM(S) OR THE BANK'S ELECTRONIC COMMUNICATIONS DELIVERY SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS. THE BANK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE PROGRAM(S) OR ELECTRONIC COMMUNICATIONS DELIVERY SERVICES THAT THE BANK PROVIDES IN ACCORDANCE WITH THIS AUTHORIZATION. THE BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE ELECTRONIC COMMUNICATIONS DELIVERY SERVICE TO BE PERFORMED PURSUANT HERETO. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE ELECTRONIC COMMUNICATIONS DELIVERY SERVICE SHALL BE AT CUSTOMER'S SOLE RISK, AND THAT THE ESTATEMENT IS PROVIDED BY BANK ON AN "AS IS" BASIS.

11. Liability/Indemnification

ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND BANK'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) CUSTOMER'S ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY CUSTOMER TO BANK FOR THE ELECTRONIC COMMUNICATIONS DELIVERY SERVICE FOR THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE GIVING RISE TO THE CLAIM. IN NO EVENT SHALL BANK OR ANY PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR RELATED TO, THE USE BY CUSTOMER OF THE ESTATEMENT OR ANY SERVICE OR THE FAILURE OF BANK OR ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF BANK OR SUCH PROVIDER(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH BANK'S LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BANK'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE.

BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN, OR MALFUNCTIONS OF, CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM CUSTOMER TO BANK, FROM BANK TO CUSTOMER, FROM CUSTOMER TO ANY PROCESSOR, FROM ANY PROCESSOR TO BANK, OR OTHERWISE. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING CUSTOMER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF CUSTOMER'S COMPUTER HARDWARE OR SOFTWARE.

EXCEPT TO THE EXTENT THAT THE BANK MAY BE LIABLE UNDER THE PROVISIONS OF THIS AUTHORIZATION, BY SELECTING "I AGREE TO THE TERMS AND CONDITIONS", YOU AGREE TO INDEMNIFY AND HOLD THE BANK AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ELECTRONIC DELIVERY OF COMMUNICATIONS. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. Internet Disclaimer

Bank does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Bank's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Customer's or Bank's ability or inability to connect to the Internet.

13. Construction

This Agreement is entered into by both parties in reliance upon the economic and legal bargains contemplated hereby and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties, or the domicile of any party. The captions and headings used in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement. The use of the singular form shall include the plural, and the use of the plural shall include the singular, where the context so requires.

14. Governing Law/Jurisdiction/Severability

The agreement shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania, without regard to Pennsylvania's conflict of law provisions, and applicable Federal law.

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