

NEXTIER BANK ONLINE BANKING DISCLOSURES

The terms and meaning throughout these disclosures are "NexTier Bank", "Bank", "we", or "us" refers to NexTier Bank. "You", "your", and "yours" refers to each consumer who has an account at NexTier Bank. "Access" refers to the ability to obtain account information, transfer funds between accounts, or pay bills as described in this disclosure. "Online Banking" refers to online Internet banking service, which allows you to access transaction information on Eligible Accounts and transfer funds among those accounts.

"Bill Payment" refers to the online bill payment service, which allows you to access transaction information on a designated checking account through NexTier Bank Online Banking. "Designated Checking Account" refers to your NexTier Bank designated checking account from which you choose bill payments to be made. "Password" refers to the entry code chosen by you to access Online Banking. "Telephone banking system" refers to the touch-tone telephone system, which allows you to access transaction information and transfer funds between "VALID ACCOUNTS".

ONLINE BANKING TERMS OF SERVICE

These terms set forth the terms and conditions for any use of NexTier Bank Online Banking Service. Please read these terms of use carefully. By clicking the "ACCEPT" button, or continuing to use the services, you signify your agreement to all the terms, conditions, and notices contained or referenced in this document and accept responsibility for your use of the Online Banking Service. If you choose to not accept these terms and conditions, click on the "DO NOT ACCEPT" button, or discontinue use of the services, and your enrollment application will be terminated. Please note that use of the Online Banking Service may include access to websites, content and services of companies other than NexTier Bank. NexTier does not make any representations regarding such third parties or their content or services and you are responsible for complying with such third parties' agreements and policies. Access to, and use of the Online Banking Service is subject to all applicable federal, state and local laws and regulations. Unauthorized use of the Service or information accessed via the Service is strictly prohibited.

Access to Online Banking

To access your accounts on Online Banking you must use your Access ID together with a Password. You will be required to go through the enrollment process on our website. You must enter one valid account number, type of account, name, email address, security question and answer, and initial password. If you have used the Telephone Banking services you will enter your 4 digit Telephone Banking password. If no Telephone Banking, enter the last 4 digits of your Social Security Number. You will be required to enter a new access ID and password. This password will be alpha numeric and must be 8 to 16 characters in length. You must use one upper and one lower case letter and at least one number in your password. Keep your Access ID and Password confidential to prevent unauthorized access to your accounts. Anyone to whom you give your Access ID and Password will have full access to your accounts, even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts, which are accessed by that Access ID and password, even if those accounts are in your name only or in your name with (an) other person(s). To report a lost or stolen Password, call 1-800-262-1088. After hours, leave a message detailing your information on NexTier voice mail system. This request will be acted upon the next business day. If you send e-mail as notification, it is not effective until received and reviewed. If we reasonably believe your Access ID and Password has been compromised or is being used by an unauthorized person(s), NexTier reserves the right to block your access to Online Banking to maintain or restore security to our web site and systems.

Your Liability

If we complete a transfer that you make or authorize, and we subsequently learn that you have insufficient funds in the designated account for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any payment or transfers you make or authorize.

Security

For security purposes, NexTier Online Banking requires 128-bit encryption. In addition to the encryption, you will be required to choose your 8 - 16 alphanumeric password the first time you sign on to Online Banking. We will not be generating passwords. At any time, you have the ability to change your password.

E-Mail

The Bank will attempt to respond to all e-mails within 48 business hours. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling 1-800-262-1088.

Limitations

The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security or credit reasons, at any time and from time to time in its sole discretion.

Funds Transfer

There are no limits on the number or value of transaction you may initiate through NexTier Online Banking Service except as stated below, provided collected funds are available in your account(s). For security reasons, we may implement limits on the number or amount of transaction you can make using our Online Banking funds transfer service. Transfers are not final at the time we receive your instructions. Transfers made into a checking account later than 5:00 pm EST will not be available to pay checks or debits that evening. Transfers from a Savings account to a Checking account will take two days to process. Each transfer initiated on a business day will be posted to any account with us that are involved in the transaction not later than the next business day. Each transfer you initiate on a non-business day will be considered initiated on the next following business day. Information you obtain about your accounts using our Online Banking transfer service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Payoff Information

The loan payoff amount received through Online Banking only reflects principal and interest. There may be additional costs incurred at the time the loan is paid off. If you would like to confirm a payoff as of a certain day, please call us at 1-800-262-1088, Monday - Friday, 8:30 AM-5:00PM.

Interruptions in Services

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in the service. We also may need to change the scope of our services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

Software and Equipment

To access NexTier Online Banking system you must have an active account with an Internet Service Provider and an Internet browser software program from a software publisher(s), and with version number(s) we may specify from time to time, and any necessary hardware and other software. You are responsible, at your own expense, for obtaining, installing, maintaining, and operating all equipment that accesses NexTier Online Banking. You must be an authorized user of all equipment you use. We do not warrant nor will we be responsible for any errors or failures from the malfunction or failures of your equipment. You will need to use the most current versions of the following browsers, Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Apple Safari, or Google Chrome. The service may not produce desired results using other browser versions.

Availability of Information

Information you obtain about your account using our Online Banking Service may not reflect transactions that have not yet been posted to your account. You should keep that in mind when you perform transactions on the basis of such Information. Our Online Banking service is generally available 24 hours a day, 7 days a week.

ALERTS TERMS AND CONDITIONS

Alerts. Your enrollment in NexTier Bank's Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your NexTier Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. NexTier Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your NexTier Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in NexTier Bank Online Banking. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 1-800-262-1088. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. NexTier Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside NexTier Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold NexTier Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

SECURITY POLICY

We have taken significant measures to help ensure that your personal information remains confidential and secure within our data center. We use state-of-the-art network, data, and physical security practices to protect your data to the best of our ability.

Security Overview

We make every effort to ensure that your information is protected. We use current industry standard encryption and employ SSL encryption to insure that information passed between our site and your browser is secure.

Physical Security

All servers involved in gathering, storing, and providing the data to you are operated in a secure data center that has restricted access to authorized personnel only. Our data center is monitored 24 hours per day and only certified employees are permitted on premises. A record is kept of all personnel who have entered the secure data center. Access to servers requires multiple levels of authentication. Sensitive data including your access credentials and account numbers are always stored in encrypted format at all times. Our employees are made aware of our security policies, procedures and practices and confirm, on a yearly basis, that they have carefully reviewed and abide by it.

Firewalls

All external access to our internal network must go through firewalls. Additional firewalls are used to secure access to the application and database from internal sites within our institution. Our firewalls are regularly tested to insure that they are able to protect your personal information from unauthorized external and internal access.

Intrusion Detection

We use an Intrusion detection system to continuously monitor unauthorized attempts to access our site.

Secure Communications Between Systems

We use SSL to securely encrypt and protect all communications between your browser and our web servers.

Internal Business Practices

We store all access credentials in an encrypted format on a secure data warehouse. Only a few authorized individuals have access to the data warehouse and no one except you can ever see the access credentials that you have provided. We require all users to provide ids and passwords using alpha/numeric characters to prevent easy guessing of passwords by unauthorized individuals. If you ever lose or forget your password, we allow only you to reset it by first accessing a token sent only to your email address on record and then providing the answer to your secret question.

Questions

If you have any questions about our security procedures you can contact us via email at info@nexttierbank.com or by phone at 1-800-262-1088. Be sure to provide your name, contact information, and clearly state the question. We will make every effort to answer your questions.

ELECTRONIC FUND TRANSFER DISCLOSURE STATEMENT & AGREEMENT

Electronic Fund Transfer Disclosure Statement

Your rights and responsibilities as a consumer who uses electronic transfer services are defined by the Electronic Fund Transfer Act (15 U.S.C.1693 et seq.) and Regulation E of the Federal Reserve Board. One requirement of this Act and the regulation is that we must make certain disclosures to users of our electronic fund transfer services.

Electronic Telephone and Online Banking Transfers

NexTier Bank processes the transfer of available funds from any VALID NexTier checking, savings, or line of credit to any VALID NexTier checking, savings, installment loan, line of credit, or mortgage account through our telephone or online banking systems, as accessed by your password.

Deposits to Your Account

You may authorize a telephone transfer of funds to be deposited to your VALID DEPOSIT ACCOUNT. You may authorize a transfer of funds between your eligible NexTier Bank accounts through Online Banking or electronic telephone transfer.

Withdrawals from Your Account

You may use the Bill Payment Services via Online Banking to electronically direct us to make payments from your Designated Checking Account at NexTier Bank from which we will make payments on your behalf to third parties (payees) previously designated on your payee list. Using the Bill Payment service, you may also set up recurring payments to come out of the Designated Checking Account at NexTier to pay any payee set up on your payee list. You may authorize an electronic telephone transfer or Online Banking transfer of funds to be debited from your checking, savings, money market or personal line of credit.

Detailed Inquiries

You may use your Logon and Password to access Online Banking and obtain balance and transaction history on eligible NexTier Bank accounts. Account balances received through Online Banking may not reflect recent transactions and the full balance indicated may not be available for withdrawal. In order to determine whether you have sufficient available funds in an account to perform a transaction, you should review your account records. You may request detailed inquiries of your VALID accounts through the Telephone Banking System, as accessed by your password.

Transaction Limitations

You are not limited to the number of preauthorized transfers including any telephone or Online Banking transfers you make from your Money Market Account or Personal Savings Account, and the electronic payments you authorize from such Money Market Account or Savings Account to third parties. We do not limit the frequency or dollar amount of the electronic payments that you may authorize. We do not limit the dollar amount of the electronic deposits that you may authorize. We are not required to honor other electronic payments or deposits, although we may do so from time to time. Transfers are limited to the amount of available funds in your account.

Right to Stop Payment

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how to stop a Bill Payment: Call us at: 1-800-262-1088, or write us at NexTier Bank, Customer Support, P.O. Box 1232, Butler, PA 16003 in time for us to receive your request three-business days or more before the payment is scheduled to be made. We may accept stop payment requests after the three-business day limit, but we are not required to do so under federal law. If you call, we will also require you to put your request in writing and deliver it to us within 14 calendar days after you call. An oral stop payment order ceases to be binding after 14 days if we have not received written confirmation. You may also enter a stop payment request through Online Banking. If you enter it through Online Banking, the stop payment takes place immediately and no written confirmation is required. We will charge you a fee for each stop payment you give. Your stop payment order will continue in effect only until the payment is stopped or for six months from the regularly scheduled payment date, whichever comes first, unless you tell us otherwise. If you order us to stop one of these payments three-business days or more before the payment is scheduled and we do not do so, we will be liable for your losses or damages. If we do not receive your stop payment order in time to stop payment, we will notify you. You may revoke your authorization to a designated payee to originate an electronic funds transfer from your VALID DEPOSIT ACCOUNT by notifying us in writing. In addition to your written notification, we may request a copy of your written notification to the payee-originator of your revocation. If you instruct us to revoke the authorization of a designated payee to originate an electronic funds transfer, by complying with the instructions above, three-business days or more before the transaction is scheduled and we do not do so, we will be liable for your losses or damages.

Notice Concerning Possible Liability for Unauthorized Use of Online Banking and Bill Payment

If you feel that your Online Banking password or Telephone Banking PIN has been lost or stolen, or if you believe that someone, without your permission, has transferred or may transfer money to or from your VALID DEPOSIT ACCOUNT, call 1-800-262-1088 or write: NexTier Bank, Customer Support, P.O. Box 1232, Butler, PA 16003-1232.

Business Days

Our business days are Monday through Friday. Holidays are not included.

Fees

Refer to the fees disclosed to you at the time you opened your account.

The Circumstances Under Which We Will Disclose Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers.
- To a third party you authorized to make transfers to or from your account.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with court orders, or government laws or administrative agency summonses, subpoenas, orders, examinations and escheat reports; and/or on receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.
- If you give us your written permission.

Documentation of Transfers

Periodic Statements - Customers with checking and money market accounts will receive a monthly statement on your account(s). Savings account customers will receive a monthly statement if you have had any electronic transactions post to your account during the month.

Our Liability for Failure to Make Transfers

If we fail to complete a transaction or transfer, when properly instructed by you, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable if:

- Through no fault of ours, you do not have available funds in your account to make the transfer.
- The transfer would go over the credit limit on your overdraft line.
- The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If an act of God or other circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.
- If the funds in your account are subject to legal process or other encumbrance restricting the use of funds.
- If we have limited or refused to complete transaction for security reasons.
- If any third party through whom bill payment is transmitted fails to properly transmit the payment to the intended payee.
- If you instruct us to make a bill payment that is too late.
- There may be other exceptions stated in our agreement with you or disclosed to you from time to time. ☐ We have reason to believe that the transaction requested is unauthorized.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bonafide error despite our procedures to avoid such errors.

What You Should Do In Case Of Errors, Unauthorized Transactions, Or Questions About Your Electronic Fund Transfers

Telephone us at: 1-800-262-1088 or write us at NexTier Bank Customer Service P.O. Box 1232

Butler, PA 16003-1232 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer or a Bill Payment transaction listed on the statement or receipt. You should also call the number or write to the address above if you believe a transfer has been made using the information from your check without your permission. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared or we recorded on a separate document.

- Tell us your name, address and account number (if any),
- 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.
- 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 10 business days.

We will tell you the results of our investigation within 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 calendar days to investigate your complaint or question. If we do decide to do this, we will provisionally re-credit your account within 10 business days for the amount you think is in error, so that you will have 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 10 business days, we may not re-credit your account. For errors involving new accounts, point-of sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. Accounts are classified as new within 30 days after the first deposit is made.

We will notify you of the results within three 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. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude no error has occurred.

These rights apply to transfers involving your VALID DEPOSIT ACCOUNT.

Our Right to Change or Terminate Services

We have the right to change or terminate the services offered from time to time. If such a change is to be made permanent, we will notify you at least 21 days before a change will take effect if it will cause you greater costs or liability or if it will limit your ability to engage in electronic payments or deposits. We do not have to notify you in advance, however, if the change is necessary for security reasons.

ELECTRONIC STATEMENT DISCLOSURE FOR WEB BANKING CUSTOMERS

This agreement contains important information about delivering e-Statements and disclosures. Please read it carefully and retain a copy for your records.

Delivery of Electronic Documents

You have elected to have account documents sent to you electronically via the email address provided or via Web Banking. You understand and agree that by enrolling for the electronic documents service that we may discontinue sending paper statements, notices, disclosures, change of terms, etc. to you. Your consent to receive electronic documents includes, but is not limited to:

- Periodic or monthly billing statements for your account
- All legal and regulatory disclosures and communications associated with your account including the Electronic Fund Transfer Act and the Expedited Funds Availability Act.
- Notices or disclosures about a change in the terms of your account
- Privacy policies and notices

Registration

Consent to eStatement Services. Before you can subscribe to the eStatement Service; we need your consent to provide these documents to you electronically. You may affirmatively consent to receiving statements and disclosures electronically by checking on the box to accept on the eStatement enrollment page. You are also consenting to receive the following: eStatement, disclosures, notices, terms and conditions, and other documents and all changes to the disclosures, notices, etc. electronically, in lieu of paper form; hereafter collectively referred to as "electronic documents". This Agreement applies to each account you have enrolled in eStatements. You will be notified by email when the electronic statement is available for retrieval. Once downloaded, you can view, print or save it as a file on your personal computer. By checking the e-statement enrollment box you consent to the following actions:

- Affirmatively Consent to receive your statements and disclosures electronically
- Acknowledge that you have the System Requirements to access, receive, and retain,
- all electronic statements
- Relinquish the option to receive your statement in paper format.

Contact Information

The notification of the availability of your e-statement will be sent to the e-mail address of the designated Web Banking user. The customer assumes responsibility for maintaining the e-mail address and other contact information for this notification. If this information should change you must notify the bank immediately either by phone at 724-214-6300 or by sending a letter with the change to NexTier Bank, Electronic Banking Department, PO Box 1232, Butler, PA 16003-1232.

Requesting a Paper Copy of Statement

Paper Copies of Statements may be obtained by calling 1-800-262-1088 or by writing NexTier Bank, Attn: Electronic Banking Department, P.O. Box 1232, Butler, PA 16003-1232.

System Requirements

Opting for the eStatement service requires that you have access to a personal computer with the following capabilities:

- A supported web browser such as, at a minimum:
 - Apple Safari 10.0
 - Google Chrome
 - Microsoft Edge
 - Microsoft Internet Explorer 11.0

- o Mozilla Firefox
- An Internet service provider
- The latest version of Adobe® Acrobat Reader® for viewing your statements
- Access to a printer or the ability to download information to your computer.

You will be notified of any hardware or software system upgrades and any additional requirements necessary to continue to receive your statements electronically. If these upgrades prevent you from continuing with this service, you may opt out by following the procedures specified in the "Your Right to Terminate" section.

Termination of Service

This Agreement will remain in effect until terminated by you or the Bank.

Your Right to Terminate

You may cancel your eStatement Service at any time by one of the following methods:

- A written notice by U.S. mail to
NexTier Bank
Attention: Electronic Banking Department
P.O. Box 1232
Butler PA 16003-1232;
- Send a signed fax to 724-283-5048;
- Call us at 1-800-262-1088 and talk to one of our representatives.

The eStatement service will be terminated within two business days following receipt of proper notification.

Our Right to Terminate

You agree that we can terminate or limit your access to the Internet Banking Service for any of the following reasons:

- Your account has an invalid e-mail address;
- You or any authorized user of your password breach this or any other agreement with us;
- We have reason to believe there is unauthorized use of your account or password;
- Upon reasonable notice, for any other reason at our sole discretion.

Arbitration

You agree that at any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

Limitation of Liability

NexTier Bank, N.A. ("Bank") shall undertake reasonable effort to ensure full performance of the eStatement service. The Bank shall be responsible for acting only on those instructions sent through the eStatement service which are actually received and cannot assume responsibility for malfunctions in communication facilities not in its direct control that may affect the accuracy or timeliness of messages sent by you. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software or hardware. The Bank is not responsible for any computer virus or related problems which may be attributable to the eStatement service or to any services provided by any Internet services provider. The Bank is not responsible for any interruption in electrical power, telephone service, cable service, or other means of delivery of electronic communication information to your personal computer. The Bank will not be liable or responsible for any incompatibility between the eStatement service and your personal computer system, or any lack of capability or capacity of your personal computer system, or your Internet service provider. In the absence of gross negligence or intentional misconduct on the part of the Bank, neither the Bank, any of its affiliates, nor any of their respective officers, directors, employees, or agents shall be responsible for any direct, indirect, special, incidental, or consequential damages arising in any way out of the use of the eStatement service.

THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE ESTATEMENT SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS, AND THEN ONLY TO THE EXTENT, DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

TERMS AND CONDITIONS FOR MOBILE BANKING

Thank you for using NexTier Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at anytime. In case of questions contact customer service 1-800-262-1088 or visit www.nexttierbank.com.

Program: NexTier Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account date the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 1-800-262-1088, or send a text message with the word "HELP" to this number 99588. We can answer any questions you have about the program.

To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile(r), U.S. Cellular(r), Verizon Wireless Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of NexTier Bank or any service provider.

Privacy and User Information: You acknowledge that in connection with your use of the Services, NexTier Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). NexTier Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. NexTier Bank and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use: You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by NexTier Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of NexTier Bank or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose NexTier Bank or any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of

the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at <https://cloud.google.com/maps-platform/terms> and Google Legal Notices found at https://www.google.com/help/legalnotices_maps, or other URLs as may be updated by Google.

The terms of this Agreement are in addition to those that apply to any account or service you have with NexTier Bank.

This Mobile Banking Agreement and Disclosure sets forth the terms and conditions for any use of this Service. By requesting and using the Service, you agree to all of the terms, conditions, and notices referenced or contained in this agreement and you accept full responsibility for the use of the service. Within this Agreement, "Mobile Banking" means the banking services accessible from the Device you have registered with us. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic and which is also capable of receiving text messages. You may be assessed fees by your wireless carrier for data or text messaging services. Please be aware that standard messaging charges apply. Please consult your wireless plan or provider for details.

The terms "you", "your", and "customer", refer to each depositor on an account who is enrolled in Mobile Banking; the term "account" or "accounts" means your eligible NexTier Bank checking, savings, loans, certificates of deposit and any other NexTier Bank product linked to your Mobile Banking Service/Online Banking. We may offer additional Mobile Banking services and features in the future. Any such added services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law. It is recommended that you read this agreement carefully and print it for future reference or you can print a copy from our website at www.nexttierbank.com.

Enrollment: Enrollment requires identification of your banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by you receiving an SMS message with a verification code which you will have to enter on the website. Additionally, you may select the type of alerts and other preferences which will determine together with your account data, the frequency of alerts delivered to you. This program will be ongoing.

Fees: NexTier Bank currently does not charge a fee for Mobile Banking, although, we reserve the right to charge a fee for this service in the future. However, a supported mobile device is needed to use Mobile Banking. Also, your wireless carrier may charge you for data usage and text message services. Check with your wireless carrier for details regarding your specific wireless plan and any data or text messaging charges that may apply.

Limitations: Federal regulation limits the number of transfers that you may make from a savings or money market account. Please refer to your account opening disclosures for details.

Your Responsibility: You represent and agree to the following by enrolling in or using Mobile Banking: You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking.

You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree to inform us of any change in phone number, loss of phone (for example, the phone being outside of your control) or any other change that might affect providing the Mobile Banking Service to you, the customer. You agree to accept all responsibility for any instructions sent to the Bank from the Device and authorize the Bank to act on these instructions. It is your responsibility to contact us if you know or suspect unauthorized use of your Access ID and/or password. You agree not to provide your Access ID, password, or other access information to any unauthorized person. As a NexTier Bank Mobile Banking customer, you have chosen an Access ID and Password which allows you access to our service. You are responsible for keeping your Access ID and Password confidential and for ensuring that you have logged out when your session is complete to prevent unauthorized access.

Please review our Online Banking Agreement and Disclosure for further information. If you permit other persons to use your Device, log in information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Mobile Banking Transfers: You may use the Mobile Banking Browser Service to transfer funds between your eligible NexTier Bank accounts (Internal Transfers). If you submit your transfer request prior to the 5:00 p.m. deadline on regular business days, your Internal Transfer will take place on the same business day. Transfer requests received after 5:00 p.m. Eastern Time on business days and all transactions which are

requested on Saturdays, Sundays, or Bank holidays will be processed on the Bank's next business day. You must have sufficient funds available in the selected account at the time the transfer request is received. Please refer to our schedule of fees and charges you received at account opening. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

Disclosures: Federal law requires that we obtain your consent before providing required account disclosures electronically. Therefore, your acceptance of this Agreement provides consent to us to deliver your required disclosures electronically. Please refer to New Account Disclosures.

Liability: NexTier Bank makes no representations or warranties whatsoever with regard to Third Party Service Providers' products or services. Likewise, NexTier Bank makes no warranty of any kind, express or implied that our Mobile Banking service will be uninterrupted. We do not, and cannot, warrant that the Service will operate without error, or that it will be available at all times. Accordingly, NexTier Bank shall not be liable for any loss, damage, whether direct or indirect, costs, charges or expenses incurred by you due to a delay in or the inability to provide the Mobile Banking Services. You agree that neither we nor our suppliers or our directors, officers or employees be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, virus, malware, loss of data or other similar loss. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service.

Exhibit A -Terms and Conditions for NexTier Mobile Deposit

Mobile Deposit Services. The mobile deposit services ("Deposit Services") are designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device from home or other remote locations by taking pictures of physical checks and delivering the images and associated deposit information to the Bank or the Bank's designated processor. We reserve the right to reject any item transmitted through the Deposit Services at our discretion without incurring any liability to you. The terms and conditions set forth in this Exhibit A shall be in addition to, and not in place of, the Mobile Banking Terms and Conditions and the Deposit Account Agreement. In the event of a conflict between the terms and conditions in this Exhibit A and the Mobile Banking Terms and Conditions or the Deposit Account Agreement, the terms and conditions in this Exhibit A shall govern. Wireless carrier charges may apply for internet minutes used. Please refer to your wireless and/or internet plan to determine the cost of using the internet through your wireless device.

Eligible items. You agree to take pictures of and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use the Mobile Deposit Services to take pictures of and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks payable to you and another party who is not a joint owner on the account.
- Checks made payable to a business that you attempt to deposit into a personal account.
- Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks that have been previously negotiated.
- Checks that have previously been submitted through the Bank or through a service offered at another financial institution.
- Checks or items previously converted to a substitute check, as defined in REG CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks that are post-dated (made payable at some point in the future).
- Checks payable on sight or payable through Drafts.
- Checks with any endorsement on the back other than that specified in this agreement.
- Deposits which exceed your per check or daily limit.

Image Quality. The image of an item transmitted to the Bank using the Mobile Deposit Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Deposit Services with your signature, for mobile deposit only NEXTier Bank or as otherwise instructed by the Bank. If the check is made payable to you and another payee, both of you must endorse the check, and it must be deposited into a NexTier Bank joint account owned by both of you. You agree to follow any and all other procedures and instructions for use of the Mobile Services as the Bank may establish from time to time.

Receipt of Items. We reserve the right to reject any item transmitted through the Mobile Deposit Services, at our discretion, without liability to you. When we receive an image, we will only notify you only if a deposit is rejected. The image is not deemed "received" by us until it is posted to your account at the end of the business day. Acceptance within the NexTier Bank Mobile Deposit application does not mean that the image is free of errors or will be accepted for deposit. Reasons for rejection may include any of the following: incomplete or missing endorsement; illegible check or poor image quality; altered check; or duplicate check. This list is a list of examples only and is not a list of all of the reasons that an image of a check may be rejected. We are not responsible for any image we do not receive. We are not responsible for items we do not receive or for images that are dropped during transmission. Images received will be available to view inside the mobile application. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. If you attempt to deposit an Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an item as an Exception Item when we review and process the item to which the Exception Item relates, the electronic item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the paying bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to NexTier Bank.

Availability of Funds. You agree that items transmitted using the Mobile Deposit Services are not subject to the funds availability requirements of Reg CC. In general, if an image of an item you transmit through the Deposit Services is received and accepted before 4:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. The Bank may delay availability of funds based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.

Disposal of Transmitted Items. Upon your receipt of a confirmation from the Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item after 14 calendar days to ensure that it is not re-presented for payment. And, you agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Bank's audit purposes.

Deposit Limits. We reserve the right to impose limits on the amount(s) of deposits that you transmit using the Mobile Deposit Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current per item and daily dollar limit is \$10,000.00. Deposit limits are subject to change at any time with our discretion. Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank.

Errors. You agree to notify the Bank of any suspected errors regarding items deposited through the Mobile Deposit Services right away, and in no event later than 60 days after the applicable Bank account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Mobile Deposit Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

Errors in Transmission. By using the Mobile Deposit Services you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the REG CC Funds Availability and Deposit Account Agreement and Disclosures governing your account.

Mobile Deposit Unavailability. NexTier Bank Mobile Deposit may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. In the event that NexTier Bank Mobile Deposit is unavailable, you may deposit original checks at any NexTier Bank banking office.

Cooperation with Investigations. You agree to cooperate with the Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Services in your possession and your records relating to such items and transmissions.

User warranties and indemnification. You warrant to the Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

You understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of NexTier Bank Mobile Deposit and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to us or your use of NexTier Bank Mobile Deposit or our technology partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF NEXTIER BANK MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF NEXTIER BANK MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT NEXTIER BANK MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING NEXTIER BANK MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN NEXTIER BANK MOBILE DEPOSIT OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF, NEXTIER BANK MOBILE DEPOSIT REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Amendments and Termination. We may restrict and/or cancel, without prior notice, your ability to use the NexTier Bank Mobile Deposit system if we notice any suspicious activity or if you do not use the Deposit Services for a period of 90 days or more. You may terminate this service anytime by sending a written request by electronic mail to: info@nextierbank.com, or by contacting any NexTier Bank banking office. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. NexTier Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Deposit Services. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain and use NexTier Bank Mobile Deposit after you have received any required notice, if applicable.

Governing Law. This Agreement is governed by, and shall be construed in accordance with the laws of the state of Pennsylvania without regard to the conflict of laws principles thereof.

Disputes. Any dispute relating in any way to your use of NexTier Bank Mobile Deposit, to this Agreement, to your Account Agreement, to the Funds Availability Disclosure, or to our advertising or solicitation practices shall be submitted to confidential arbitration. Arbitration shall be

conducted under the rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration or any other action or proceeding involving any other party subject to an agreement with us governing such party's use of NexTier Bank Mobile Deposit, whether through class action or arbitration proceedings or otherwise.

Touch ID™ for Mobile Banking. Touch ID is an optional fingerprint sign-in method for NexTier Bank Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and NexTier Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within NexTier Bank Mobile Banking. NexTier Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within NexTier Bank Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for NexTier Bank Mobile Banking is only available on compatible iOS devices.

Fingerprint Login for Mobile Banking. Fingerprint Login is an optional fingerprint sign-in method for NexTier Bank Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and NexTier Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within NexTier Bank Mobile Banking. NexTier Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within NexTier Bank Mobile Banking. Android is a trademark of Google Inc.

Card Controls (AKA CardBoss) Additional Terms. The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by NexTier Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact NexTier Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to NexTier Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, NexTier Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND

OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, NexTier Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. NexTier Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

ACCOUNT TO ACCOUNT TRANSFER TERMS OF SERVICE

1. Introduction. This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and NexTier Bank (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

2. Description of Account to Account Transfer Service. The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

3. Definitions.

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

4. Service Providers. We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

5. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 - 2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - 3. The transfer is refused as described in Section 10 (Refused Transfers) below;
 - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

6. Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

7. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

8. Stop Transfer Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

9. Account to Account Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

10. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

11. Returned Transfers. In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

12. Notices to Us Regarding the Account to Account Transfer Service. Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: 101 E. Diamond St. Butler Pa, 16001. We may also be reached at 1-800-262-1088 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

13. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

14. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

15. Receipts and Transaction History. You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

16. Your Privacy; Privacy of Others. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

17. Eligibility. The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

18. Prohibited Transfers. The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products; (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

19. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

20. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within

two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

21. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

22. Failed or Returned Transfer Instructions. In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

23. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

24. Information Authorization. Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

25. Account to Account Transfer Service Termination, Cancellation, or Suspension. If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

26. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 - 1. Tell us your name;
 - 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 - 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

27. Intellectual Property. All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

28. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from

any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

29. Password and Security. If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

30. Amendments. We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

31. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

32. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

33. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

34. Disputes. In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

35. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

36. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that

the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

37. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

38. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

39. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

40. Exclusions of Warranties. THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

41. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

42. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior

agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.