



## Business Internet Banking Terms and Conditions and Agreement

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**1. DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings assigned to them in Section 1. Other terms used but not defined in this Agreement have the meanings given to them contained in the other Account Documents, including the Terms and Conditions for deposit accounts.

**Account.** "Account" means each of the deposit accounts actively maintained by the Customer with the Bank which are eligible and designated for the Services. Eligible Accounts include the business deposit account types designated by the Bank from time to time as eligible for the Services. The Bank reserves the right to restrict or disqualify any Account of the Customer from eligibility for the Services described in this Agreement.

**Account Documents.** "Account Documents" means this Agreement, including the schedules and exhibits to it, and, to the extent applicable, the Bank's (i) Business Banking Application, (ii) the Terms and Conditions for deposit accounts, and all other agreements, forms, brochures, schedules, services, prices and documents given at the time of opening or otherwise relating to any Accounts, and (vi) any amendments or additions to any of the foregoing that the Bank issues from time to time.

**Administrator.** "Administrator" means any person designated by the Customer as an authorized administrator responsible for designating and establishing Authorized Users according to the Security Procedures.

**Authorized User.** "Authorized User" means any person designated by the Customer as an authorized representative of the Customer or authorized by the Customer (by course of dealing or otherwise) to act on behalf of the Customer for transactions with respect to an account.

**Available Funds.** "Available Funds" means funds from a deposit which become available in accordance with the Bank's Funds Availability Schedule, as amended from time to time.

**Bank Security Procedures.** "The Bank Security Procedures" means those security procedures to be undertaken by the Bank described on Schedule B, to safeguard access to an Account and the confidentiality of the Customer Account information.

**Business Days.** "Business Days" means weekdays, excluding Saturdays, Sundays, and federal holidays.

**Customer Internal Security Procedures.** "The Customer Internal Security Procedures" means those Security Procedures to be used by the Customer to maintain the confidentiality and the integrity of the Password and Code and access to the Account, including those measures described in Schedule B, and those described in the other Account Documents.

**Eastern Time.** "Eastern Time" or "ET" means Eastern Standard Time or Eastern Daylight Savings Time, as the case may be.

**Hours of Communication.** "Hours of Communication" shall have the meaning ascribed to it in Section 20.

**Passwords and Codes.** "Password" and "Codes" mean password and a unique identification code established for the Customer, and each individual password and access code assigned to each Authorized User of an Account pursuant to procedures designated by the Bank.

**Schedule.** "Schedule" means a written schedule provided by the Bank and incorporated within this Agreement, which governs the parties' rights and obligations with respect to the Services described in the Schedule.

**Secure Notifications and Communications.** "Secure Notifications and Communications" means all notifications to the Customer and communications from the Bank containing sensitive and personal information.

**Services.** "Services" means the Business Banking Services provided by the Bank in this Agreement and selected by the Customer through the Business Banking Services application process.

**2. DEPOSIT ACCOUNTS.** The Customer shall establish and/or maintain one or more Accounts. Each Account shall be subject to the terms and conditions set forth herein and in the other Account Documents. The Customer shall, from time to time, fund each Account with a sufficient amount of cash and/or other immediately Available Funds to pay for



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(i) transfers from the Account, and (ii) fees and any other amounts due and owing to the Bank by the Customer and any affiliate or subsidiary of the customer.

**3. THE SERVICES.** The Bank shall provide to the Customer on an "AS IS/AS AVAILABLE" basis the Services selected by the Customer as provided above, which may include:

- Account Information and Reporting;
- Bill Payment;
- Stop Payment;
- Check Images;

Upon application and approval of the services you selected, the Bank will make every effort to set up selected services quickly. Some services will require credit review which will involve a longer set up time and may require submission of personal and business data before a service can be approved and opened. Your Financial Center will advise you of estimated availability of requested services and will advise you at the time the selected services are available.

If the Customer desires to discontinue any Service, the Customer must notify the Bank in writing within fourteen (14) Business Days of the effective date of the change. If the customer desires to add, or amend any service, the Customer must notify the Bank in writing to be delivered to your Financial Center and the Bank will process the request and notify the Customer when requested services are available to the Customer. All Services are provided under the terms and conditions set forth in this Agreement, and, to the extent applicable, the other Account Documents. The Bank reserves the right to limit the amount of an individual transfer or payment and the total amount of transfers and payments made each day. The Bank may from time to time add to or change the types and scope of Services included under this Agreement without prior notice to the Customer. You agree to be bound by the terms of this Agreement as amended from time to time.

**4. SECURITY PROCEDURES.** The Bank offers certain security procedures for the Bank's Business Banking Customers. The Bank Security Procedures include use of Passwords, Codes and Tokens to gain access to the Bank's Services through the Internet, and the other Security Procedures applicable to the Customer set forth in Schedule B attached hereto. The Bank may, but is not required to and cannot be held accountable for failure to maintain and implement other Security Procedures. The Bank shall have no responsibility for ensuring compliance with the procedures developed by the Customer for protecting the confidentiality of its Passwords and Codes. The Bank is not responsible for losses resulting from performing any transactions entered under the Passwords and Codes, whether or not the person actually entering such transactions is authorized by the Customer to perform such transactions or the transactions exceed the authority or violate duties the Customer entrusts to such person. The Bank reserves the right to amend or add to the Security Procedures from time to time.

The Bank strongly suggests using a dedicated computer for business online banking purposes only to help mitigate the risk of corporate account takeover. The Customer shall take extra care to review website error messages and immediately contact the Bank when such messages are received.

The Customer shall comply with the Customer Internal Security Procedures requirements described in Schedule B attached hereto and those applicable to the Customer under any other Account Documents. The Bank is not responsible for verifying through any Security Procedure the authorization and authenticity of any transactions transmitted to it by any Authorized User or Administrator. If the Bank is unable to verify an instruction to the Bank's satisfaction, the Bank may reject the instruction. The Bank has the right to assume that any transaction transmitted by an Authorized User or Administrator of the Customer and received by the Bank, which transaction is purported to have been transmitted or authorized by the Customer, is so transmitted or authorized. The Customer agrees that the Bank's Security Procedures are commercially reasonable. The Customer will not hold the Bank responsible for any losses that could have been avoided or reduced had the Customer Internal Security Procedures been established and used by the Customer. The Customer acknowledges that the purpose of the Bank's Security Procedures are for limiting access to



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the Customer's Account(s) for the Bank's Business Banking Services to parties having the Customer's access codes and protocols, and is not to detect errors in the transmission or content of data or orders using the Services. Accordingly, the Bank is not liable for errors in transmission or content of data, messages or payment orders caused by Authorized Users or other persons accessing the Customer's Account with the Customer's Passwords and Codes.

The Customer is strictly responsible for (i) establishing and maintaining procedures to safeguard against unauthorized transmissions through Bank's Business Banking Services, (ii) ensuring that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, (iii) taking all necessary steps to maintain the confidentiality of the Security Procedures and any Passwords and Codes, security devices, and related instructions, and (iv) the risks associated with disclosure or unsupervised use of the Passwords and Codes and any security devices or procedures resulting in unauthorized use of the Services. The Bank's records and logging system shall be conclusive evidence with respect to any requests for Services and shall be binding upon the Customer.

In the event the Customer believes security may have been compromised, the Customer agrees to notify the Bank immediately, and confirm such notice in writing. After reasonable time to act upon an instruction of the Customer or, at any time, at the discretion of the Bank, the Bank may suspend or terminate some or all of the Services or remove the Customer, without prior notice to the Customer, from the Bank's Business Banking Services to prevent any suspected, threatened or continuing unauthorized transaction until the integrity of the system is confirmed. The Customer shall notify the Bank in writing when its security problem is corrected.

**5. CUSTOMER ACKNOWLEDGMENT AND RESPONSIBILITY.** The Customer acknowledges (i) the inherent risks and responsibilities associated with conducting business via the Internet; (ii) that it is responsible for maintaining all equipment required for its access to and use of the Services such as telephones, terminals, modems, routers, scanners and computers; (iii) that it is authorizing the Bank and its affiliates to allow access to its Accounts via the Internet; and (iv) it is authorizing the Bank, and any third party on the Bank's behalf, to serve as agent in processing transaction instructions received from the Customer via the Internet and to post such transactions to the Customer designated Accounts. The Customer agrees to use the equipment that is compatible with the Bank's programs, systems and equipment, which the Bank may change from time to time. The Customer must accurately describe transaction beneficiaries, and the beneficiary's financial institution in transfer and payment instructions. If the Customer describes any beneficiary or institution inconsistently by name and number, other institutions and the Bank may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution. The Customer shall be solely responsible for the timeliness, accuracy, and completeness of any instruction and information entered by it in connection with any transaction. The Customer is solely responsible for naming any Authorized User, specifying those Accounts and Services to which each Authorized User shall have access and monitoring capabilities. The Bank shall have no responsibility for maintaining any records regarding the identity of the Authorized User or of the Services to which each Authorized User has access.

**6. CONFIDENTIAL INFORMATION.** The Customer acknowledges and agrees that the Services provided online pursuant to this Agreement and any related agreements are valuable, confidential, and proprietary property and agrees not to transfer, distribute, copy, reverse compile, modify or alter any software or other proprietary information of the Bank. The Customer agrees to comply with the terms of any software license(s) provided to the Customer in connection with the Services.

**7. REJECTION OF REQUESTS.** The Bank shall have the right, but not the obligation, to reject any request transmitted if the request is incomplete, ambiguous, or inaccurate in any respect, or if the request involves a transfer of funds from an Account in which there are insufficient Available Funds to cover the request. No course of dealing or conduct on any prior occasion or occasions shall give the Customer the right to expect or rely on the Bank honoring a request for a transfer of funds from an Account if the Account lacks sufficient Available Funds. Should the Bank, at its sole option, elect to honor a transfer request against insufficient Available Funds, the Customer agrees to pay the Bank immediately



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upon demand any overdraft amounts, together with any and all overdraft or NSF fees and charges that may be assessed against such Account in accordance with the Bank's then current fee schedule.

**8. FEES.** In consideration for the Services, the Customer shall pay the Bank such fees as may be in effect from time to time as set forth in this Agreement or any schedules hereto. The Bank may debit any Account in the amount of any such fees, or if the Accounts do not contain sufficient Available Funds, any other account of the Customer at or with the Bank. The rates and charges specified by the Bank may be changed as provided in Section 16 of this Agreement. The Bank may charge the Customer according to the Account Documents and the Bank's fee schedule.

**9. EXCLUSION OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED OR STATUTORY, CONCERNING USE OF THE SERVICES DESCRIBED HEREIN, INCLUDING THAT INTERNET ACCESS, THE BANK'S WEBSITE AND THE SERVICES WILL OPERATE OR BE PROVIDED UNINTERRUPTED OR ERROR FREE. THE BANK DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREIN WILL MEET SPECIFIC REQUIREMENTS OF THE CUSTOMER. THE BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY LAW. THE CUSTOMER ASSUMES THE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. THE BANK DOES NOT WARRANT THAT THE BANK SECURITY PROCEDURES WILL PREVENT ALL MISTAKES, UNAUTHORIZED ACCESS OR USE OR FRAUD OR THAT ALL FEATURES OF THE BANK'S SECURITY PROCEDURES WILL ALWAYS BE EMPLOYED AND USED 24 HOURS A DAY, SEVEN DAYS A WEEK. THE CUSTOMER EXPRESSLY CONFIRMS THAT IT HAS NOT RELIED UPON ANY REPRESENTATION BY THE BANK NOT CONTAINED IN THIS AGREEMENT OR THE OTHER ACCOUNT DOCUMENTS AS A BASIS FOR ENTERING INTO THIS AGREEMENT. THE PROVISIONS OF SECTION 9 SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

**10. COMPLIANCE.** The Customer shall comply with (and the Bank may report suspected violations of): (i) all applicable laws, regulations, rules and orders, including those dealing with money laundering, anti-terrorism measures and limitations imposed by the Office of Foreign Assets Control, (ii) the Account Documents, and (iii) all applicable automated clearing house and funds transfer network rules and regulations.

**11. LIMITATION OF LIABILITY.** In no event shall the Bank be liable for the failure or delay in performing the Services or its other responsibilities under the terms of this Agreement or any Account Documents, except where the Bank's failure is due to its gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Bank shall not be liable to the Customer for failures, delays or errors occurring by reason of circumstances beyond the control of the Bank, including without limitation, failure of communication networks, hardware, system software or Internet Service Providers or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood, windstorms, or other catastrophes, acts of God, insurrection, war, terrorism, riots, failure of transportation, failure of vendors, communication or power supply interruptions, or malfunction of or unavoidable difficulties with system hardware or software, hackers, vandals and law breakers. If, for any reason, the Bank is adjudged liable to the Customer under this Agreement, the Account Documents, in connection with the Services or the Account or otherwise, the amount of damages recoverable by the Customer shall not exceed the payments made by the Customer for the Services in the month prior to the occurrence of such damage or loss, but only to the extent that such damages are the result of the Bank's gross negligence or willful misconduct. IN NO EVENT SHALL THE BANK BE LIABLE FOR LOST PROFITS, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FORESEEABLE OR NON-FORESEEABLE, WHICH MAY ARISE IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR THE BANK'S CONDUCT OR RESPONSIBILITIES, EVEN IF THE CUSTOMER ADVISES THE BANK OF THE POSSIBILITY OF SUCH DAMAGES.

The Bank shall have no liability for any virus or similar problem that may develop now or in the future, which causes any harm to the Customer's systems resulting from the use of the Services via the Internet. The provisions of Section 11 shall survive the termination of the Agreement.



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**12. INDEMNIFICATION.** The Customer shall indemnify and hold harmless the Bank and its officers, directors, employees, agents and affiliates from and against any and all losses, claims, injuries, liabilities, costs, penalties, damages, expenses or other harm or injury which they may incur or suffer or which may be asserted by any person or entity, including reasonable attorneys' fees and court costs (the "Losses"), arising out of (i) any failure by the Customer to observe or perform any covenant of or duty under this Agreement, the Account Documents or any other wrongdoing or failure of the Customer, including the Customer's failure to observe or maintain the Customer Internal Security Procedures, (ii) any wrongful act or violation of any law, regulation, or agreement by the Customer or any employee, agent, affiliate or subsidiary of the Customer in connection with any Service provided by the Bank, or (iii) any action taken or omitted to be taken by the Bank in reliance upon information or instructions provided to the Bank by the Customer or any affiliate or subsidiary of the Customer or by anyone using the Customer's Passwords and Codes, provided, however, that the Customer shall not be required to indemnify and hold harmless the Bank from any Losses which are caused by the Bank's gross negligence or willful misconduct. The provisions of Section 12 shall survive the termination of the Agreement.

### **13. TERM AND TERMINATION.**

**In General.** This Agreement shall continue in full force and effect until this Agreement is terminated as provided herein.

**Customer Termination of Services.** The Customer may terminate the specified Services under this Agreement by giving the Bank fourteen (14) business days advance written notice delivered to your Financial Center of the intent to terminate specified Services under the Agreement. Termination of Services will then take place either on the fifteenth (15th) day following the Bank receipt of the written notice or at such time as the Bank is able to suspend specified services. Be sure to view the terms and conditions for any other service accessed through Business Banking for specific terms regarding termination notification timing.

**Bank Termination or Suspension Without Cause.** The Bank reserves the right to terminate the Agreement or terminate or suspend any or all of the Services, at any time, at the Bank's discretion without providing advance notice of such termination to the Customer.

**Bank Termination or Suspension for Cause.** The Bank may terminate the Agreement and/or terminate or suspend the Services immediately, with or without notice for any reason, if: (i) the Customer fails to comply with any of its material obligations hereunder, including Security Procedures; (ii) the Customer is in default under any other Account Documents or material obligation with the Bank; (iii) a receiver, custodian, trustee, or similar official has been appointed, or been applied for by the Customer for all or a substantial part of the Customer's property, any general assignment has been made for the benefit of creditors, a voluntary or involuntary case, petition or proceeding has been commenced under the United States Bankruptcy Code or any other statute or regulation relating to bankruptcy or relief of debtors seeking liquidation, reorganization or other relief with respect to the Customer, or its debts, or the Customer or any other person on behalf of the customer has taken any action under the laws of any jurisdiction applicable to the Customer which is similar to any of the foregoing; (iv) there has been a material adverse change in the financial circumstances of the Customer; (v) the Customer's Account(s) at or with the Bank have been closed; (vi) the Bank deems immediate termination of Services, the Agreement and/or any other Account Document as necessary or appropriate in its discretion in order to prevent, reduce the risk of, or in the event of, an actual, threatened or suspected fraud, mistake, abuse, compromise of system integrity, breach of confidentiality, breach of Security Procedures, interruptions of Service, virus, hackers, force majeure events, or financial loss to the Bank, the Customer, or any third party; or (vii) termination or suspension of Services is required by law, regulation, bank regulatory authority, or court order. For purposes of this subsection, the term "Customer" shall be deemed to include any affiliate of the Customer.

**Notice of Termination or Suspension.** In the event of a bankruptcy proceeding filed by or against the Customer, termination of Services shall be deemed automatic, unless the Bank otherwise consents. The Bank is not





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obligated to give notice of its termination of the Agreement or termination or suspension of Services nor subject it to any liability.

**Rights and Duties Upon Termination.** Upon termination of Services or the Agreement, the Customer shall cease using the Services, promptly return to the Bank any confidential information provided by or belonging to the Bank, continue to preserve the confidentiality of the Security Procedures, and pay to the Bank all sums due or owing to the Bank under or in connection with the Agreement. The termination of the Agreement shall not affect rights and obligations of the parties that have accrued or relate to Services rendered prior to such termination or which by their nature or are expressly stated to survive termination, including the limitations of liability and indemnities protecting the Bank under the Agreement and the other Account Documents.

### 14. CUSTOMER INFORMATION.

**In General.** The Customer shall (i) provide, or cause to be provided, to the Bank any information or documents, including the Customer's financial statements, and (ii) execute, or cause to be executed, any document or instrument which the Bank reasonably deems necessary or appropriate to provide the Services or to determine the Customer's continued eligibility for them. If any suspected, threatened or actual breach or noncompliance of Security Procedures (Schedule B) occurs or any loss is incurred by or claim is made against the Bank, the Customer or a third party arising out of or pertaining to any of the Services or the Customer's Account(s), the Bank shall have the right, but is under no obligation, to inspect and audit the Customer's books and records, facilities, and Security Procedures, and interview the Customer's personnel to determine the existence, extent, cause and other particulars in connection therewith. The Customer agrees to fully cooperate and preserve evidence and records of any event, loss or breach for the Bank's review and inspection.

**Bank Reliance on Information and Authenticity.** The Customer assumes the sole responsibility for providing the Bank with complete and accurate information in the form and format that the Bank requires (e.g., in connection with wire and ACH transfers). The Bank is not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by the Customer or the Customer's agents. The Bank shall, when providing the Services, be entitled to rely upon (i) the accuracy of information, data and authorizations received from the Customer or an Authorized Representative, and (ii) the authenticity of any request, information or representation purporting to be from, or signature, electronic signature, user identification or security code purporting to be that of the Customer or an Administrator or Authorized User.

**Sharing of Information.** The Customer authorizes the Bank to exchange or otherwise disclose information provided to the Bank when the Account was established or in connection with the Agreement and any related agreements as well as Account and transactional information with other financial institutions, law enforcement agencies, third party service providers, or other third parties. Please view our Privacy Notice for any information regarding sharing of information to third parties.

**Business Purposes Only.** The Customer agrees that each Account and the Services will be used only for business purposes and not for personal, family or household purposes.

**15. ASSIGNMENT AND DELEGATION.** The Bank may, at any time, assign the Agreement, in whole or in part, or delegate any of its functions hereunder to any affiliate, purchaser, successor, or subcontractor. The Customer may not sell, assign or transfer the Agreement, merge, consolidate or suffer a direct or indirect change in control of its controlling shareholders and continue with this Agreement without the Bank's prior written consent.

**16. AMENDMENT.** The Agreement may be amended only by a writing executed by the parties hereto. Notwithstanding the foregoing, the Bank may at any time, except to the extent otherwise required by applicable federal law, amend or



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make additions to the Agreement, any Schedule or related agreement, or the other Account Documents and/or related terms and conditions upon notice to the Customer or by posting on the Internet or making available to its customers any generally applicable notice of amendments or additions to the Agreement or any related Schedule or Agreement, the Bank's other Account Documents and/or related terms and conditions. Such notice may be sent to the Customer electronically.

**17. APPLICABLE LAW/JURY TRIAL WAIVER.** The Agreement shall be construed in accordance with and governed by federal law and the laws of the state of Pennsylvania. If the Bank is the prevailing party in any arbitration or court proceedings, the court or arbitrator shall award to it, in addition to its damages and costs, all attorneys' fees and disbursements, expert witness fees, court or arbitration costs, and other out-of-pocket fees and expenses incurred by it in connection with such proceedings.

**18. NO AGENCY OR JOINT VENTURE CREATED.** The Agreement shall not be deemed to constitute the parties as partners or joint venturers nor shall any party be deemed to be the agent of any other party.

**19. ELECTRONIC COMMUNICATIONS.** By signing the Business Banking Services Application or using the Services, the Customer consents to electronic transmission of all information, communications and records. The Customer's consent will be effective until the Agreement is terminated. The Customer may revoke its consent by notifying the Bank as set forth in the Notice section. The Bank may provide to the Customer electronically information, communications and records, whether account statements, disclosures, reports or forms, including federal, state and local income tax forms or non-recurring communications, such as changes in terms and conditions, including changes in fees. The Customer consents to receiving notifications that the applicable communication, notice or disclosure is available online. The Customer is responsible for ensuring that the Customer's email address provided to the Bank is current and correct.

**20. HOURS OF COMMUNICATION.** The Services are available on an "AS IS/AS AVAILABLE" basis. The Bank does not guarantee provision of the Services to the Customer 24 hours a day, seven days a week under the Agreement. The Services may not be available at certain times due to system maintenance, release of new functionality, and circumstances beyond the Bank's control. The Bank may change, suspend, or terminate access to the Services at any time with or without notice. While the Bank may provide notice to the Customer prior to system unavailability for scheduled maintenance or upgrades, which may be electronically provided to the Customer, the Bank is under no obligation to do so. The current cut-off times for specific transactions are set forth in the Agreements for those Services.

### **21. NOTICE.**

(a) Except as otherwise provided below or elsewhere in the Agreement, all notices and other communications by the Customer to the Bank and the Bank to the Customer relating to the Agreement shall be in writing sent by first class mail, overnight courier or personal delivery.

Notices sent to the Customer shall be addressed to:

The Customer's primary mailing address as shown on the Bank's records at the time notice is sent.

Notices sent to the Bank shall be addressed to:

Sharon Bank  
900 W Sproul Road Suite 301  
Springfield, Pa. 19064  
Attn: Electronic Banking Department

or at such other address as the Bank may specify in writing.



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(b) Any notice or communication to the Customer will be effective on the earliest of the date it is actually received, one Business Day after being sent by Overnight Courier, or 5 days after it is mailed by first class mail. Any notice or communication to the Bank will be effective only when the Bank has actually received, and has had a reasonable time to act on, such notice or communication.

(c) The Bank may also provide notices to the Customer by telephone, fax, computer or electronic transmission at the telephone number, fax number, email address or other location or number for the Customer as shown on the Bank's records. Any such notice or communication provided by fax, computer or electronic transmission will be effective upon the Bank's transmission thereof to the Customer, and any such notice given by telephone will be effective upon the Customer's receipt thereof, including receipt through voicemail.

(d) Notwithstanding the foregoing, any notice to the Bank by the Customer relating to a breach of Security Procedures, an unauthorized transaction, compromise of system integrity, loss of confidentiality of data, break down or interruption of Services, violation of law, or other event or circumstance giving rise to possible loss to the Customer, the Bank or third parties, shall be reported by the Customer to the Bank immediately, and in no event later than 24 hours after, the discovery thereof, by expedited means such as overnight courier, telephone, confirmed email or fax with receipt acknowledged, as well as in writing. If the Customer sends the Bank notice by email, the Bank might not receive or review it immediately. The Bank will have a reasonable time to act upon any email request or notice, and reserves the right to reject any transaction or request received by email. The Customer acknowledges that, even though email may be encrypted, the Bank cannot ensure that an email will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, the Customer should not send account data or other sensitive information to the Bank by email.

(e) Without limiting the foregoing, the Bank is entitled to rely on any notice, instruction or communication that it believes in good faith to be genuine or has been authorized or signed by the Customer's authorized representative or which has been sent in accordance with the Security Procedures. The Bank may, but is not obligated to, rely on all notices, instructions and other communications sent to the Bank via fax or electronic transmission as though they were sent in writing, but is not responsible for any notices it does not receive or recognize as coming from the Customer relating to the Agreement.

(f) The Customer agrees that any required notice of a change to the terms of the Agreement may be posted to the Bank's website, sent to the Customer electronically by email, or mailed to the Customer at the Customer's address as reflected in the Bank's records.

**22. PROVISIONS SEVERABLE.** If any provision of the Agreement shall be held to be void or unenforceable by any court of competent jurisdiction or any governmental regulatory agency, such provision shall be construed by each party to be severed from the Agreement. All remaining provisions of the Agreement shall be considered by the parties to remain in full force and effect.

**23. WAIVER.** No waiver of any right or obligation under the Agreement by any party on any occasion shall be deemed to operate as a waiver on any subsequent occasion. No waiver of any power, right, remedy or privilege of the Bank hereunder shall be effective unless such waiver is memorialized in writing and signed by the Bank.

**24. SECTION HEADINGS.** Section headings are intended only to assist in the organization of the Agreement and do not in any way limit or otherwise define the rights and liabilities of the parties.

**25. ENTIRE AGREEMENT.** The Agreement, together with all related Schedules, the other Account Documents and related terms and conditions, constitute the entire Agreement between the Customer and the Bank and supersedes all other prior communications and understandings between the Customer and the Bank with respect to the subject matter of the Agreement. In the event of any conflict between the Agreement and the other Account Documents, the





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terms of the Agreement shall control, except to the extent that the terms of the other Account Documents are more protective of the Bank with respect to the conduct or transaction in question.

**26. CUSTOMER'S ACCEPTANCE.** By signing the Business Banking Services Agreement, the Customer agrees to be bound by all terms and conditions of this Agreement. The rights and obligations of the Bank under the Agreement and each Schedule shall apply solely with respect to the Service provided by the Bank in connection with accounts maintained by the Customer at the Bank.

### Schedule A

#### Online Account Information Services

The Online Account Information Services consist of:

**Account Information Reporting** – The Customer can view balance and transaction information through the current Business Day including a summary of Balance, Available Balance, Check Images, and details of Transaction History.

**Statements** – Customer can view, download or print an electronic version of your statement. Customer will receive an email notification when a new statement is ready for viewing and will have the option to view, print or download your statement as needed.

**Copies of Checks** – The Customer can view the front and back images of items within the transaction history. The Customer may print such images as required.

**Transfers** – The Customer can initiate transfers between their accounts at the Bank set up on the Bank's Business Banking Service system. The Accounts must have sufficient Available Funds before the Bank will process a transfer request.

**Download Transactions** – Customer can download transaction history and import into Quickbooks.

**Manage Users**- Customer has ability to add new users. Customer can assign access to specific accounts and set limits for payments that may or may not need approvals before transactions can be authorized.

### ESTATEMENTS

By Accepting this agreement, you are signing up to receive your account statements online, rather than by postal mail. Please carefully review the information below as it contains important information regarding this service.

**Definitions** - In this Agreement, the words "we", "us", "our", refer to Sharon Bank. "You", "your", and "yours" refer to the member wishing to receive electronic delivery of periodic account statements ("online statements"). The word "account" means any one or more accounts you have with Sharon Bank.

**Online Statement Agreement** - This Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements. By entering into this Agreement, you accept all of the terms and conditions contained herein. The terms and conditions of all other accounts with Sharon Bank, including loans, continue to apply.

**Online Statement Delivery Consent** - By accepting this Agreement, you agree to receive your periodic account statement(s) electronically via Sharon Bank online banking. You also agree to allow newsletters, promotional materials, and future notices or disclosures as required by law to be delivered electronically via e-mail or online banking.



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**Accessing Online Statements** We will send an e-mail to your specified e-mail address to advise you of when your Online Statement is available for viewing. You will then need to log into your account through Sharon Bank Online Banking to access your Online Statement. You may request a paper copy of your statement at any time by contacting your local branch office. Prior month statements will remain available online for eighteen months. During this time you should print or save a copy of your statement for future reference.

**Fees and Charges** Currently there are no fees or charges associated with the Online Statement service. However, if you are signed up for Online Statements and you request a paper copy of your statement you may be charged a fee as set forth in Sharon Bank's Fee Schedule. From time to time, these fees may be changed. We will notify you of any changes as required by law.

**E-mail Address** In order to receive Online Statements you must provide Sharon Bank with a valid e-mail address. You agree to notify Sharon Bank of any changes in your e-mail address in a timely manner. If we have an invalid e-mail address you will be removed from the Online Statement program and issued paper statements to your last known address until this is corrected. It is your responsibility to ensure that, if your Internet Service Provider filters your e-mail for SPAM, that you are able to receive emails from [www.sharonbank.com](http://www.sharonbank.com)

**Security-** Sharon Bank is partnered with Fiserv to provide security for Online Statements through your Internet banking service. You agree that Sharon Bank has no control as to the person(s) who have access to your Internet Banking password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or password.

**Disclaimer of Warranty** We make no guarantees of any kind with respect to Online Statements and we do not warrant that the software program or that Online Statements will meet your specific requirements. We make no warranties of any kind, whether expressed or implied, with respect to the use and adequacy of the Online Statements service we provide under this Agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We shall have no liability for failure to perform due to any disruption or delay in performing if such failure, disruption, or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electronic power, computer equipment, telecommunications systems, your Internet Service Provider (ISP), or weather conditions. We shall have no liability for any consequential, special, punitive damages, or indirect loss under any circumstance.

**Governing Law** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of where you opened your account and the Bylaws of the bank as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by Agreement between us.

**Your Right To Terminate** You may withdraw your consent to receive Online Statements at any time by contacting us at (610-586-4070). Please note it may take up to 5 business days for your request to be processed. Once we terminate you will be subject to the fees as outlined in the Sharon Bank Fee Schedule.

**Notices** Sharon Bank reserves the right to change the terms and conditions upon which this service is offered. Sharon Bank will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of the Online Statement service is subject to existing regulations governing your accounts and any future changes to those regulations.

### ONLINE BILL PAYMENT SERVICES



## Business Internet Banking Terms and Conditions and Agreement

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This section contains the Terms and Conditions for the Bank's Online Bill Payment Services.

Sharon Bank reserves the right, at their discretion, to implement security features to reduce risk of loss.

Online Bill Payment Services allow the Customer to communicate with the Bank electronically and make payments to others as provided below.

- **Bill Payments.** The Customer may make payments to others from one or more of the Customer's designated checking accounts with the Bank. If the Customer links more than one checking account to the Services, the Customer must specify which account the Customer wishes to use in making payments.
- **Eligible Payees.** The Bank reserves the right to determine who may be a payee with respect to online payments. The Customer may not use the Service to pay taxes. Unless the Bank advises the Customer otherwise, payments may be made only to payees located in the United States.
- **Initiating Payments.** To initiate a payment, the Customer must specify the person or business the Customer wishes to pay, the date for processing the Customer's payment, the amount to be paid, and the Customer's account number with the payee, if applicable. The first time the Customer requests a payment to be made to a payee, the Customer must also specify the payee's address and the number of the account from which the payment is to be made. The Bank may modify the payee address to accommodate special processing requirements. The Bank will send the Customer's payment to the payee either by transferring the funds electronically or by mailing a check to the payee.

**Automatic Recurring Payments.** The Customer may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once the Customer's automatic bill payment arrangements are established, the Bank will make the payments without further requests by the Customer. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the following business day.

**Charging Customer's Account.** When the Customer transmits a payment request, the Customer authorizes the Bank to charge the Customer's designated account on the date the Bank processes the payment (e.g., the day the Bank initiates payment by an ACH entry or pays a check). The Bank may treat online checks with the same effect as if the Customer had signed them. The Customer may not stop the payment of an electronic payment once the transaction has been posted to the Customer's account. The bank may charge a fee of \$20.00 for a stop payment that is determined to be a check.

**Scheduling Bill Payments.** The Bank's online system will ask the Customer to specify a "Processing Date" for each payment. Although the Bank may be able to pay certain payees electronically within three business days of the Processing Date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. It is the Customer's responsibility to request that payments be made in such a manner that they will be received in time. The Customer is solely responsible for any damages, such as late charges, that may be imposed as a result of the Customer's failure to identify the correct Processing Date and transmit the Customer's payment instructions to the Bank in a timely manner. To ensure that critical or time-sensitive payments are received on time, the Customer should consider establishing Processing Dates (especially for payees that will receive payments by mail) well in advance of the payment due date.

### Fees

Stop Payments will be \$20.00. Payments resulting in nonsufficient funds will cost an additional \$20 to the banks NSF fee of \$35 and will be charged the following month after the item was returned.



## Business Internet Banking Terms and Conditions and Agreement

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**Canceling Bill Payments.** If the Customer makes a mistake or decides to cancel a payment order the Customer has entered in the Bank's system, the Customer can cancel it online prior to the scheduled payment date which may be well in advance of the actual payment due date on the Bank's system by the Bank's then-current cut-off hour for such requests.

### MOBILE BANKING

This service is provided to you by Sharon Bank and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Sharon Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

### SECTION A

Thank you for using Sharon Bank Mobile Banking. In case of questions please contact your relationship manager or a branch manager at 610-590-1262, dial 1 for customer service or call 800-749-8035. You may also contact us at [ssb@sharonbank.com](mailto:ssb@sharonbank.com). Please do not include account numbers as this email is not encrypted.

### Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by Sharon Bank and not by any other third party. To enroll in Business Mobile Banking and Business Mobile Deposit Service, you must also be a subscriber to Sharon Bank's Business Online Banking service ("Online Banking"). You acknowledge that you have read and agreed to the terms and conditions of the Sharon Bank's Business Online Banking Service Agreement ("Service Agreement") which applies to these End User Terms. You also acknowledge and agree to these End User Terms which supplement the Service Agreement when you enroll in Business Mobile Banking, and/or Business Mobile Deposit Service. (You may review the Sharon Bank's Business Online Banking Terms and Conditions by visiting <https://www.sharonbank.com/>).
3. Per the Business Online Banking Service Agreement: The Administrator shall establish separate user credentials, where required by the Business Online Banking Services and Mobile Banking, for each Authorized Representative, as well as the user privileges on each Authorized Representative's authority to access information and conduct transactions including Mobile Banking, subject to any maximum limitation imposed by SHARON BANK.
4. We are not responsible or liable for the acts, omissions, systems or services provided by the Licensor or any of the provisions of Section B which is the responsibility of the Licensor.
5. We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to terminate, discontinue or suspend any service at any time.
6. We may terminate Online Banking services as provided in the Service Agreement, and may terminate Mobile Banking and/or Business Mobile Deposit Service at any time, including if you or your accounts are not eligible for any service, if we believe you are in breach of your account agreement with us, the Service Agreement or these End User Terms, or in the event your mobile service terminates or lapses.

### Mobile Banking

As used in these End User Terms, "Mobile Banking" means a service that allows you to use a mobile device (like an iPhone® or smartphone, sometimes also called a wireless device) to access Sharon Bank's Business



## Business Internet Banking Terms and Conditions and Agreement

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Online Banking service. "Mobile device" means a device specified by us, not a personal computer including a mobile phone or personal digital assistant (PDA) that is Internet (Web) enabled.

1. Not all the Online Banking services or the functionality on the Business Online Banking website are available when you use a mobile device, and Mobile Banking and functionality available to you may vary based on the mobile device you use. For those Online Banking services available through your mobile device, the Online Banking services may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access Online Banking services through your mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking.
2. Your wireless provider's standard rates apply to Internet access, including data and messaging rates. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access, data and messaging plans. Your wireless provider may impose Internet access, data, message and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.
3. You represent that you are the owner or authorized user of the mobile device you use to receive our Mobile Banking service, and that you are authorized to approve the applicable charges. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for Mobile Banking.
4. We will not be liable for any delays or failures in your ability to access our Mobile Banking service.
5. You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number your wireless providers name, and the date, time, and content of any mobile banking messages including account , balance, activity, and status of your accounts and other information that you or we may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the Mobile Banking service.
6. Your wireless provider and other service providers may also collect data from your Mobile Banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Banking usage in connection with our Online Banking service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property.
7. When you complete forms online or otherwise provide us with information in connection with our Mobile Banking service, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Banking.
8. Our Mobile Banking service, as well as the content and materials you may receive or access through your use of our service, are proprietary to us and our licensors, and are for your use only. You will not damage, impair, interfere with, or disrupt our Online Banking service or its functionality.



## Business Internet Banking Terms and Conditions and Agreement

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9. You agree that if you are using our Business Mobile Banking service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.
10. We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to discontinue our Mobile Banking service at any time without notice. We may suspend or terminate the service to you if we believe you are in breach of our End User Terms, the Service Agreement or your account agreement with us. The service is also subject to termination in the event your wireless service terminates or lapses.

Mobile Banking is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Banking service and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of these End User Terms

### Mobile Deposit Service

1. The Business Mobile Deposit Service allows you to make deposits of the electronic image of a check or Substitute Check (each an "item") to your eligible Accounts by capturing an electronic image of the item with a capture device (such as a camera) on your Mobile Device and submitting images and associated information to us for processing. All terms and conditions of the Mobile Banking Services provided above apply to the Mobile Deposit Service.
2. An account must be open for at least thirty (30) days before it is eligible for Business Mobile Deposit services.
3. Eligible Items.

You agree:

- a. You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand;
- b. To deposit only images that originated as paper checks, and no third-party or electronic checks may be deposited using the Mobile Deposit Service;
- c. to implement and maintain security measures, including firewall protection, in compliance with your obligations under these End User Terms;
- d. To keep your email address updated within Online Banking;
- e. To properly endorse all items using the Business Mobile Deposit Service as stated in Section 6 below;
- f. Not to deposit items into your account unless you have authority to do so;
- g. After you submit an item for deposit using the Business Mobile Deposit Service you will not redeposit, otherwise transfer or negotiate the original item;
- h. After you submit an item for deposit you are solely responsible for the storage or destruction of the original item as further provided below;
- i. The electronic image of the item will become the legal representation of the item for all purposes;





## Business Internet Banking Terms and Conditions and Agreement

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- j. Any image we receive accurately and legibly represents all of the information on the front and back sides of the original item as originally drawn; and
- k. To promptly provide us with a written notice of any claim you receive regarding the Mobile Deposit Service.

### 4. Restrictions and Limitations.

You agree NOT to use the Business Mobile Deposit Service to deposit any of the following Items:

- a. Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- b. Checks containing an alteration 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 is drawn
- c. Checks payable jointly, unless deposited into an account in the name of all payees.
- d. Checks previously converted to a substitute check, as defined in Reg. CC.
- e. Checks drawn on a financial institution located outside the United States.
- f. Checks that are remotely created checks, as defined in Reg. CC.
- g. Checks not payable in United States currency.
- h. Checks dated more than 6 months prior to the date of deposit.
- i. Checks or items prohibited by SHARON BANK's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your SHARON BANK account.
- j. Checks payable on sight or payable through Drafts.
- k. Checks with any endorsement on the back other than that specified in this agreement.
- l. Checks that have previously been submitted through Mobile Deposit or through a Mobile deposit capture service offered at any other financial institution.
- m. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

### 5. Contact.

Sharon Bank will notify you via the email address that you provided within Business Online Banking. You agree that this email address is up to date and a valid email address to contact you. You may change this email address within Business Online Banking. We will notify you by email after a deposit has been received, approved, and/or declined. We may also contact you by this email address if necessary to resolve any deposit disputes.

### 6. Image Quality.

The image of an item transmitted using the Business Mobile Deposit Service must be legible and clear. It must not be altered. It must capture all pertinent information from the front and back of the item. Image quality must comply with industry requirements established and updated by the ANSI, Federal Reserve Board and any other regulatory agency. You authorize us to convert items to IRDs or transmit them as an image. If the electronic files and/or images transmit to us with respect to any item do not comply with our requirements for content and/or format, we may, in our sole discretion:

- a. further transmit the item and data in the form received from you;
- b. repair or attempt to repair the item or data and then further transmit it;
- c. process the item as photocopies in lieu of originals; or
- d. return the data and item to you unprocessed and charge back your account.

### 7. Endorsement.

You agree to properly endorse all items captured and submitted using the Mobile Deposit Service. This should include an authorized signature (s) from the named payee(s). It is also suggested that you write "For



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Mobile Deposit Only.” (you will be reminded in the app with each check.) This will help prevent a duplicate deposit being made. Lack of the proper requested endorsement will result in a rejection of a check.

### 8. Processing Time and Availability of Funds.

We may return or refuse to accept all or any part of a deposit to your account using the Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned. Images of items transmitted by you are not considered received by us until you receive an electronic confirmation of the receipt of the deposit from us. Receipt of the confirmation from us does not mean that the transmission was error-free or complete; you may still receive a declined deposit email if the deposit is outside our guidelines. Once items have been approved through the Mobile Deposit Service, they are subject to our Funds Availability Policy. The bank reserves the right to place an additional hold on items deposited.

### 9. Disposal of Transmitted Items.

You are responsible for retaining each original item in a safe and secure environment in accordance with applicable laws as in effect from time to time. You will store the original items and take appropriate measures to ensure they are not deposited a second time. You will promptly (but in any event within seven (7) Business Days) provide any retained original item to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as we otherwise deem necessary. After forty-five (45) days following transmittal to us and receipt of a confirmation from us that the image of the item has been received, you agree to mark the item as “VOID” and properly dispose it to ensure it is not presented for deposit again.

### 10. Restrictions and Limitations.

You agree your deposits using the Business Mobile Deposit Service will not exceed the limitations, and may be changed from time to time. Your limit will be listed in under the amount you intend to deposit. Your limit may decrease should your deposit history contain any reason for concern. We will notify you of the decrease.

### 11. Minimum Hardware and Software Requirements.

In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software including but not limited to an Internet and mobile phone compatible of capturing an electronic images

### 12. Eligibility, Termination and Changes.

You must meet the eligibility requirements as defined by the bank and subject to change in order to use the Business Mobile Deposit Service. We have the right to suspend or terminate the Business Mobile Deposit Service at any time if you or your accounts(s) do not meet our eligibility requirements or if you are in violation of these End User Terms, the Online Agreement, or Account Agreement. We may also terminate the Business Mobile Deposit Service in the event your wireless service terminates or lapses. We also reserve the right to change the eligibility requirements and Business Mobile Deposit Service at any time without notice to you.

### 13. Errors.

You agree to promptly review each account statement and notify us of any errors. All deposits made through the Business Mobile Deposit Service will be deemed to be correct, unless you notify us of any errors to your deposits. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared or as otherwise specified in your Online Agreement and Account Agreement.

### 14. Changes.

We reserve the right to change the Business Mobile Deposit Service at any time without notice to you. We reserve the right to change the fee structure for this service at any time. We reserve the right to deny, suspend or revoke access to the Business Mobile Deposit Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you are in breach of these Sections or this Agreement or another



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agreement related to your Account with us, or are otherwise using or accessing the Business Mobile Deposit Services inconsistent with the terms and conditions hereof. Further, we have the right to suspend the Business Mobile Deposit Service immediately in the event of an emergency or in the event of acts or circumstances beyond our control. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns prior to termination.

### SECTION B

#### END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP to be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR , THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR

PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE



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POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

### ONLINE STOP PAYMENT SERVICES

This section contains the Terms and Conditions for the Bank's Online Stop Payment Services.

The online Stop Payment service is an automated service that takes effect immediately.

1. Prior to requesting a stop payment through the Internet, the Customer must first verify that the item has not already been posted to its Account.
2. Extreme care should be given when entering information. If incorrect information is entered the Bank shall not be liable for any loss incurred by the Customer.
3. If an item has already been paid prior to Stop Payment being placed, then the Bank can not further attempt to stop or reverse payment and shall not be liable for any loss incurred by the Customer arising from the event.
4. The Stop Payment Fee will be charged at the time of placement. Please refer to your Fee Schedule.

### NOTIFI ALERT SERVICES

**Alerts.** Your enrollment in Sharon Bank 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 Sharon 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. Sharon Bank reserves the right to terminate its alerts service at any time without prior notice to you.



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**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 Sharon 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 Sharon Bank Online Banking. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at 610-590-1262. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Sharon 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 Sharon Bank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Sharon 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.

### **SCHEDULE B**

#### **SECURITY PROCEDURE**

The Customer is responsible for establishing and maintaining commercially reasonable security procedures to safeguard against unauthorized transactions. The use of Internet browsers that support 128 bit encryption are required to access our Internet banking service.

Customer will be solely responsible for the protection against unauthorized access to the Internet banking system and Customer computers and/or networks used to access the Internet banking service. Customer will be solely responsible for any and all losses and damages arising from any unauthorized access to the Internet banking service.

Furthermore, Customer is solely responsible for the security of the data files maintained on the Customer's computer(s) used to access the Bank's Internet banking service. Customer will establish physical security, passwords and other security procedures as necessary to control access to the Internet banking service, Customer computers used to access the service, and confidential Customer data stored on the aforementioned Customer computers. The Bank



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will have no obligation, liability or control, either directly or indirectly over said security procedures or the failure of Customer to maintain said procedures.

### **Authorized User Administration**

Up to two (2) Administrators may be designated by each company. These Administrators will be set up by the Bank. The Administrator(s) will be solely responsible for the protection against unauthorized access to the administrative features of the Internet banking system. Furthermore, the Administrator(s) will be solely responsible for designating and administering access to its designated Authorized Users. Customer represents and warrants that Authorized Users shall only be granted privileges to access Customer accounts pursuant to a Corporate Resolution or written authorization otherwise granted by an officer or owner of Customer. **It is the responsibility of the Customer to inform the Bank if Administrator rights need to be revoked.**

Bank will not be responsible for verifying the authenticity of any person claiming to be an Authorized User of the Customer or the authenticity of any instruction, direction or information provided by any said person.

Any instructions, directions or other information provided by the Customer, or any of its Authorized Users will be deemed to have been authorized by the Customer and the Bank will be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information. Customer remains solely responsible for designating Authorized Users and their privileges including deleting any authorized users who may no longer be authorized.

Bank will not be responsible for verifying the authenticity of any person claiming to be an Authorized User of the Customer or the authenticity of any instruction, direction or information provided by any said person.

Any instructions, directions or other information provided by the Customer, or any of its Authorized Users will be deemed to have been authorized by the Customer and this Bank will be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.

### **Protection of Access Devices, Passwords, Authentication Controls:**

Customer warrants that no individual or Authorized User will be allowed to initiate Business Online Banking transactions in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures, passcodes, security authentication devices, and related instructions provided by the Bank.

If the Customer believes or suspects that any such information has been accessed by an unauthorized individual, the Customer shall verbally notify the Bank immediately, followed by written confirmation. The occurrence of such notification will not affect any transactions made in good faith by the Bank prior to the notification and within a reasonable time period to prevent unauthorized transactions.

### Section C

#### Fee Schedule

#### **Basic Business Banking**

<b>Service</b>	
Online Access to Accounts	Free (see fee schedule for all fees relating to your account and account activity)
Online Check Images	Free
Bill Payment	Free
Stop Payment	\$20
Bill Pay NSF	\$20
Sharon Bank NSF	\$35 (each item will include the Bill Pay AND Bank NSF for a total of \$55 per item)
Sharon Bank Return Deposit Item	\$15





## Business Internet Banking Terms and Conditions and Agreement

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IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

### BUSINESS CUSTOMER

Authorized Signer:

Authorized Signer:

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Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Business Internet Banking Terms and Conditions and Agreement

### Section D. Administrators

**NOTE: COMPLETE THIS FORM ONLY IF YOU ARE ADDING AN ADMINISTRATOR THAT IS NOT AN AUTHORIZED SIGNER.**

Sharon Bank recommends that any and all administrators are authorized signers on all accounts. We also recommend as a best practice that all businesses have 2 administrators for purposes of dual control and security.

We understand that all businesses are run differently and there will be situations where the individual who handles everything is not an authorized signer on the account. We do require that at least ONE individual who is an signer on all accounts be an Administrator.

Please initial the statement below if you are assigning Administrative access to an individual who is not an authorized signer on the account(s). (this must be done by an individual who is listed as an authorized signer on all of the accounts.

\_\_\_\_\_ I understand that I am authorizing \_\_\_\_\_ to be an Administrator for use of Business Banking and as Administrator, has all of the permissions listed below:

- Access to view all accounts Associated with the business
- Transfer money from one account to another
- Access to Estatements
- Transact using the following services as set up by the business at setup
  - Bill Payment
  - Remote Deposit Capture
  - ACH (when available)
  - Wires (when available)
- Approve payments set up by another Administrator
- Set up new users
- Approve users set up by another Administrator

\_\_\_\_\_ I understand that it is my responsibility as an Administrator and authorized signer on all accounts to contact the bank should I need to make any changes to the Administrators assigned to access the accounts. The business holds the bank harmless for any unauthorized, unlawful or fraudulent activity performed by this individual.

**Please contact the bank immediately should you need to make any changes to Administrator Access.**