

THE NORTHUMBERLAND NATIONAL BANK

ONLINE BANKING SERVICE TERMS AND CONDITIONS

Welcome to The Northumberland National Bank's Online Banking Service.

This Online Banking Terms and Conditions Agreement (the "Agreement") discusses how you can use The Northumberland National Bank's Online Banking Service (the "Service") to obtain information about your accounts, transfer funds between your accounts, and request certain other bank services. It also contains the terms and conditions governing the Service.

If you previously registered for The Northumberland National Bank's Online Service, this version of the Agreement replaces the agreement that you had with us. If you continue to use the Service, you are bound by these terms. Under this updated Agreement, consumer customers can use the Service to transfer funds between their Northumberland National Bank accounts.

If you use the Service, you agree to the rules in this Agreement every time your User ID and password are used to access Online Banking. You may print or save a copy of this Agreement for your records now.

SECURITY & PROTECTING YOUR ACCOUNT

The Northumberland National Bank ("the Bank") is strongly committed to protecting the security and confidentiality of our customer account information. The Bank uses state-of-the-art technology in the ongoing development of its Online Banking service to ensure this security. We use several different methods to protect your account information:

- You can only access the Service with certain browsers that have a high-security standard.
- Your account numbers are not displayed in full - only the last 4 digits can be viewed.
- You must have a valid User ID and Password to log on.
- If no action is taken for 20 minutes, you will be automatically logged off the Service.

Your Responsibilities:

You agree to the following:

- Not to give out your identifying information such as your device Password to any other person. The Bank may rely on your User ID to identify you when providing banking services to you.
- Never to leave your account information displayed in an area accessible by others.
- Never to leave your device unattended while using the Service.
- To always exit the system by clicking Sign Off after using the Service.
- To notify the Bank's Electronic Banking at 1-888-877-6623 immediately if you suspect that your User ID or Password has become known to any unauthorized person.

ONLINE EMAIL COMMUNICATIONS

Electronic messages sent and received via the "Contact Us" option in the Banking Profile Menu (i.e., once your User ID and Password have been accepted by the Bank and your device shows that a secure connection has been established) are secure. Communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information unless using the electronic communication options provided in Online Banking. You agree that we may take a reasonable time to act on any email. Correspondence that requires expeditious handling -- for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to immediately stop payment on a check you have issued, should be

made by calling the Bank at 1-888-877-6623. You agree that the Bank may send you electronic messages about other products or services we offer.

ACCOUNT SERVICES

The Bank will provide you with the ability to which you can access your account information through our Service through our website. The proper User ID and password will be required as well as any other information deemed to be necessary to complete the following functions:

- View account balance and history information
- Transfer funds between accounts
- Make loan payments
- Process payments to third parties via our Bill Payment Service, which a separate enrollment is required
- View statements
- Miscellaneous items including, but not limited to, changing passwords, ordering checks and placing stop payments

FUNDS TRANSFER SERVICE

You will be able to transfer funds between your Bank accounts. These transfers include one-time transfers as well as being able to schedule future or recurring transfers between your Bank Accounts.

The terms that apply to the Funds Transfer Service are set forth more fully below.

As a user of the Service, you can make immediate transfers between your Bank deposit accounts over the Internet. All such transfers are subject to the terms of the Online Banking Funds Transfer Provisions (the "Transfer Provisions"). You can also use the Service to transfer funds between certain line of credit accounts and your deposit accounts.

By using the Funds Transfer Service (the "Service"), you agree to these Transfer Provisions.

1. GENERAL INFORMATION

a. Meaning Of Terms. As used in the Transfer Provisions, the following words have the meanings given below:

"You" and "your(s)" refer to each person who applies to use the Service and each person who uses the Service with the permission of an applicant.

"We," "us," "our(s)," "Bank" refers to The Northumberland National Bank depository institution that holds an account that is accessed by the Service.

"Business Day" means Monday through Friday, except banking holidays.

b. Which Sections of These Provisions Apply to Consumer Customers. When using the Service in connection with accounts established primarily for personal, family, or household purposes ("consumer" or "personal" accounts), all Sections of these Transfer Provisions apply to you.

c. Authorization To Charge Accounts. You are responsible for all transfers you or your authorized representative make using the Service. You authorize us to debit your designated account(s) for any transactions accomplished through the use of the Service (including the transfer of funds from another deposit account or overdraft line of credit that provides overdraft protection, if you have one of those services in effect). You agree that we may comply with transfer instructions entered by any one person using an authorized User ID and Password, notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account.

If you permit another person to use the Service or give them your User ID or Password, you are responsible for transfers, payments or advances that person makes from the deposit and credit accounts linked to your Service registration even if that person exceeds your authorization.

2. ONLINE BANKING FUNDS TRANSFER SERVICE

a. Types of Transfers. You can transfer funds between your Checking and Savings accounts using the Service. All such transfers are effective when you complete the transaction online.

You can also transfer funds between your deposit accounts and certain line of credit accounts using the Service. Transfers to a line of credit account will not be reflected in your line of credit account until the business day following the day on which you complete the transaction. You cannot transfer funds between line of credit accounts using the Service.

b. Limits on Transactions. There is a maximum dollar limit on any transfer equal to the available balance in your account plus the available balance or credit balance in any other account or line of credit attached to the deposit account to provide overdraft protection.

c. Availability. Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction.

d. Insufficient Funds to Complete Transfer. If your account does not have sufficient funds to complete a transfer as of the date the transfer is scheduled to be made, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created.

e. Correcting or Canceling Your Transfer. You cannot cancel your transfer after it has been entered in the Service and the information is transmitted to us. You can correct information about a transfer before you send us the information, and you can use the Service to reverse a transaction after it has been processed.

f. Documentation and Verification of Transfers. The date and amount of transfers made through the Service will be shown on the Transaction History screen of the Service, and will also be shown on your printed statements for the accounts from which and to which the transfer is made.

g. Address and Telephone Number for Notification Of Unauthorized Use. If you believe your User ID or password has become known by an unauthorized person, or that someone has transferred money without your permission, call the Bank immediately at 1-888-877-6623 or write to: The Northumberland National Bank, 245 Front Street, Northumberland, PA 17857. If you suggest that an unauthorized transfer may have occurred, we may require you to sign an affidavit.

Also contact us with any other questions or problems that you may have regarding the Service, including:

- You have a problem with a transfer you authorized, or your statement reflects a transfer you think is in error.
- You need to obtain documentation concerning a transfer previously issued from your account (there may be a fee for these requests).

Disclosure of Account Information. We may disclose information to third parties about your account or the payments or transfers you make:

- When necessary for verifying or completing payments or transfers, or to resolve a problem related to a payment or transfer;

- To verify the existence and status of your account for a third party such as a credit bureau or merchant;
- At the Bank's discretion, to any of our subsidiaries or affiliates;
- If you give us your written (including electronic message) permission; or
- As otherwise permitted or required in the Bank's Deposit Agreement and Disclosures or other applicable agreements, or by law or government regulations.

STOP PAYMENTS

We may accept a stop payment on checks from anyone accessing your Online Banking account. You must make any stop payment order in the manner required by law, and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cutoff time. Because stop payment orders are handled by computers, to be effective, your stop payment must precisely identify the check number, date, amount of the item, and the payee. You may stop payment on a check drawn on your account whether you sign the item or not if you have an equal right to withdraw from this account. Generally, your stop payment order is effective for six (6) months. Your order will lapse after that time if you do not renew the order in writing before the end of the six months. We are not obligated to notify you when a stop payment order expires. A release of the stop payment request may be made only by the person who initiated the stop payment order. Please refer to the applicable account agreement and fee schedule for details.

PRIVACY POLICY; DISCLOSURE OF INFORMATION TO THIRD PARTIES

We understand you are concerned about privacy, and your need to safeguard your information and records from unauthorized use and disclosure. Please see our Privacy Policy for this information.

LIABILITY

The Bank shall have no liability to you for any unauthorized payment or transfer made using your User ID and Password that occurs before you have notified us of possible unauthorized use, and we have had a reasonable opportunity to act on that notice. We reserve the right to suspend or cancel your User ID and password, even without receiving such notice from you, if we suspect they are being used in an unauthorized or fraudulent manner.

The Bank provides no separate written confirmation of individual payments or transfers. Confirmation is provided through online information available from the Service and through your periodic mailed account statements. You agree to examine your statement promptly and to notify us immediately of any discrepancy between the statement and your other account records. You also agree to notify us immediately of any discrepancy you may find in reviewing online information. In no event shall the Bank be liable for interest compensation as described below, unless we are notified of a discrepancy within 60 days from the date of your first statement reflecting the discrepancy.

By using the Service, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are reasonable. You agree to be bound by any instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended

recipient of the payment or transfer, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year.

Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that the Bank nor any of its subsidiaries or affiliates nor any third-party service providers engaged by the Bank to perform any of the services connected with the Service shall be responsible for any damages, loss, property damage or bodily injury, incurred as a result of your using or attempting to use the Service, whether caused by the equipment, software, Internet browser providers such as Google Chrome or Microsoft Edge, Internet access providers or online service providers or an agent or subcontractor of any of the foregoing. Nor shall the Bank or any third-party service providers engaged by the Bank be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Service or Internet browser or access software, or from the unavailability of the Service or for any errors in information provided through that service.

MISCELLANEOUS PROVISIONS RELATED AGREEMENTS

Your Bank accounts accessed by the Service continue to be governed by the following Bank's agreements and documents, as they are amended from time to time: (1) Deposit Agreement and Disclosures, (2) the applicable Schedule of Fees, (3) the applicable Miscellaneous Fees for Personal or Business Accounts, and, for Money Market Accounts, your Money Market Account Customer Agreement. If you have overdraft protection accounts that are accessed by the Service, they continue to be governed by the applicable agreements you have with the Bank. If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency.

OUR ABILITY TO TERMINATE SERVICES

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using the Service. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee when due, if applicable, or if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing.

We can also terminate the Service if we believe that an actual or potential unauthorized use of your Access ID, Password or account may be occurring.

The Bank reserves the right to terminate your access to the Service or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law.

CHANGES IN TERMS

We can amend this Agreement upon notice to you, which you agree may be sent by email. Any notice will be effective not later than ten (10) days after we send the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved the notice by that time. This Agreement may be amended from time to time. This Agreement contains the entire understanding between you and the Bank concerning the Service, and supersedes any verbal conversations, other communications, and previous agreements, if any.

NEW SERVICES

We may, from time to time, introduce new services that are part of the Service. We will update this Agreement to notify you of these new services. By using the Service after those new services become available, you agree to be bound by the terms contained in the revised agreement.

VIRUS PROTECTION

You agree that the Bank is not responsible for any electronic virus that you may encounter using the Service. We encourage you to routinely scan your device and any external drives using a reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

CHARGES AND FEES

Customer Service requests for which you may be charged by the Bank include ordering copies of checks, copies of statements or other requests made through the "Contact Us" through online and/or mobile banking. These service requests are subject to the Bank's normal service charges that were disclosed at account opening and in any subsequent editions of or amendments to the Service Fee Schedule. Please refer to the latest version of the Service Fee Schedule and any applicable amendments, which can be found at <https://www.norrybank.com/service-fees>.

YOUR AGREEMENT TO THESE TERMS AND CONDITIONS

Your registration for the Service confirms (1) your agreement to be bound by all the terms and conditions of this Agreement; and (2) your acknowledgment that you received and understand the terms of this Agreement.

BILL PAYMENT SERVICE TERMS AND CONDITIONS

IMPORTANT

Please read carefully. This is your agreement with The Northumberland National Bank. By using The Northumberland National Bank's Bill Payment Service you agree to be bound to the terms and conditions herein.

DEFINITIONS

"Agreement" shall mean all terms and conditions defined herein.

"Financial Institution", "we", or "us" shall refer to The Northumberland National Bank.

"Service" shall mean the Bill Payment Service offered by the Financial Institution and associated third-party providers.

"You" or "Your" or "Subscriber" shall mean each person who signs the bill payment enrollment form or is otherwise authorized to use the Service.

"Payee" shall mean the individual, business or other entity to which you intend to send a payment through the Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance/payment delivery address, phone number, account number and account holder name; and to whom you authorize the Financial Institution to remit payments on your behalf through the Service.

"Payee List" shall mean your personal list of Payees that you maintain within the Service and from which list you may select to schedule Payments.

"Merchant" shall mean any business Payee you establish within the Service for whom the Service provider has established a business relationship expressly for the purpose of remitting Payments from the Service.

"Funding Account" shall mean the checking or similar account for which you are an authorized signer, and from which the Financial Institution may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

"Fee Account" shall mean the checking or similar account for which you are an authorized signer, and from which the Financial Institution may automatically debit or otherwise collect all Service fees.

"Business Day" shall mean every Monday through Friday, excluding Bank holidays.

"Scheduled Payment" shall mean the payment instructions you establish within the Service in order to properly direct funds from the Funding Account you designate to the Payee you designate.

"One-Time Payment" shall mean a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

"Recurring Payment" shall mean a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

"Payment" shall mean the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

"Payment Amount" shall mean the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Service shall remit to the Payee.

"Payment Date" or "Withdraw On Date" or "Withdrawal Date" shall mean the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient available funds must exist in the Funding Account.

"Due Date" or "Deliver By Date" or "Delivery Date" shall mean the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

"Cut-Off Time" shall mean the time of day that Payments to be processed that day shall be processed, and after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

BILL PAYMENT SERVICE

You may use the Financial Institution's Bill Payment Service, to direct the Financial Institution and/or Service provider to make payments from your Funding Account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Funding Account.

SERVICE GUARANTEE

The Service provider will bear responsibility for any late payment-related charges up to Fifty Dollars (\$50.00) should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the guidelines described within this Agreement. Notwithstanding the foregoing, the Service provider shall not be responsible for any such charges if the Service provider does not have responsibility or liability for a Payment transaction, late payments or late payment-related charges under the other provisions of this Agreement, including, without limitation, those payments described under the Exception Payments section below.

RESPONSIBILITY

The Service provider shall use commercially reasonable efforts to process the Scheduled Payments per your instructions. Neither the Service provider nor the Financial Institution shall be liable for any Payment transaction if: (i) you do not have enough money in your Funding Account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your Funding Account is closed or has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services;

(vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct Funding Account, Payment or Payee information; (viii) you did not properly follow the instructions or terms and conditions for use of the Service; (ix) you knew and/or had been advised that Service was not operating properly at the time you scheduled the Payment; (x) there is a postal delay; or (xi) circumstances beyond the Service provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

With the exception of the foregoing, if the Service incorrectly debits your Funding Account and/or directs funds from your Funding Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or contacting the Payee to request appropriate adjustments on your account with the Payee except as otherwise provided under the Authorization section below.

LIABILITY

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. The Financial Institution and/or Service provider is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. The Financial Institution and/or Service provider is not liable for any failure to make a Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Payment. The Financial Institution and/or Service provider is not responsible for your acts or omissions or those of any other person, including, without limitation, any Payee or transmission or communications facility, and no such party shall be deemed to be the Financial Institution's and/or Service provider's agent. In any event, the Financial Institution and/or Service provider will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution and/or Service provider has knowledge of the possibility of them. The Financial Institution and/or Service provider is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's and/or Service provider's reasonable control.

SETTING UP AND MAINTAINING PAYEES

To begin using the Service you will first need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc., except where the Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service provider and/or the Financial Institution reserve the right to refuse or remove a Payee for any reason.

SETTING UP PAYMENTS

To schedule Payments you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient available funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service provider due to any reason outside the Service provider's or the Financial Institution's control. The Service provider and/or the Financial Institution reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit

a Payment Date / Withdraw On Date or Due Date / Deliver By Date earlier than the earliest possible dates presented. The Service determines this earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically two (2) Business Days) or requires Payments be delivered by check (typically five (5) Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Service's Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Time is 10:00 p.m. Eastern Standard Time for standard delivery, but the Service provider and/or the Financial Institution may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee's date payment due, grace period, whether the Payee's date payment due falls on a non-Business Day, etc., when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's payment due date for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Service in order to gauge the appropriate Payment Date / Withdraw On Date or Due Date / Deliver By Date in each case, and determine whether to allow an additional one (1) or two (2) business days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service provider nor the Financial Institution shall be responsible for late payments, nor reimburse you for late fees, for any Payment delivered in accordance with your instructions, or as a result of a Payee's payment processing policies, or any other circumstance outside the Service provider's control.

Payments to Payees, businesses or individuals, outside the United States of America or its territories or commonwealths, are prohibited.

EDITING OR CANCELING PAYMENTS

Any Payment can be modified or canceled, provided you access the Service prior to the Cut-Off Time on the Business Day Payment is going to be processed. Once a Payment is in process, it cannot be canceled through the Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or canceled after processing for the current Payment instance is complete.

STOP PAYMENT

You may request to stop payment after a payment has been processed by contacting Customer Service. The Service's ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service provider and the Financial Institution will make commercially reasonable efforts to stop payment per your request, but shall have no liability if unsuccessful. You may be charged a stop-payment fee for each request.

EXCEPTION PAYMENTS

Tax payments and court-ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Financial Institution or Service provider be liable for any claims or damages resulting from you scheduling these types of payments. The Service provider shall have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

BILL PAYMENT PROCESS

The Service will process Payments in accordance with the Payment instructions you provide. The Service will not process Payments on weekends or bank holidays. The Service will debit your Funding Account or

issue a draft against your Funding Account, and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date / Deliver By Date as is reasonably practicable.

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases, Payments can be remitted by check. The Service provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with Merchants' remittance requirements, the Service reserves the right to change or update Payee data or alter the method of Payment remittance. Neither the Service provider nor the Financial Institution shall be responsible for late payments, nor reimburse you for late fees, due to: a) U.S. postal delivery issues; b) electronic remittance network issues; c) your Payee's payment processing procedures; d) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or d) other circumstances beyond its control.

AUTHORIZATION

When you schedule a Payment, you expressly authorize the Service provider and/or the Financial Institution to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Service related fees. You further authorize the Financial Institution to credit your Funding Account for any payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an account from which you are authorized to make payments and incur debits.

You agree to have available and collected funds on deposit in the designated Funding Account in amounts sufficient to process each Payment as requested by you, as well as any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Funding Account and the Financial Institution has not exercised its right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts at the Financial Institution to cover such Payment obligations.

You authorize the Service provider and the Financial Institution to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the Service Guarantee and Responsibility, and/or to stop payment on any draft issued against your Funding Account in connection with the Service in the unlikely event that the Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

RETURNED PAYMENTS

In using the Service, you understand that Payments may be returned by or to the Service provider for various reasons including but not limited to: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Service shall use commercially reasonable efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

FEES

Please contact your nearest The Northumberland National Bank branch for details.

Services Charges may be assessed if you request one or more of the services listed below. There will be no charge for any item if needed to correct a The Northumberland National Bank error.

Additional Charges for Subscriber requested Services and Other Items

- Return Check due to Subscriber Error
- Check Copy Mailed or Faxed to Subscriber or Bank
- Check Copy Mailed to Merchant
- Stop Payment
- Return ACH items due to Subscriber or Bank Error
- Overnight Carrier Delivery Charge per item
- Research Fee for items over eight (8) months old

The Financial Institution and/or the Service provider reserve the right to charge you for research time involving payments no longer available in your Payment history screen. You will be informed of any such charges before they are incurred.

Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

ACCOUNT SECURITY

You are solely responsible for controlling the safekeeping of and access to your user identification, password or other means to access your account. You agree not to give out or make available your user identification, password, access code, authenticating image or other means to access your account to any unauthorized individuals. You are responsible for all Payment transactions authorized by you or by anyone to whom you provide access to your Bill Pay account. You are liable for all Payment transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

UNAUTHORIZED ACTIVITY

If you believe that your user identification, password, or other means to access your account has been lost, stolen or otherwise compromised, or that someone may attempt to use the Service without your consent or has transferred money without your permission, or if you suspect any fraudulent activity in your account(s), you must notify the Financial Institution at once. If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than fifty dollars (\$50). If you do not tell us within the two (2) business day period, you could lose as much as five hundred dollars (\$500) if we could have stopped the use of your accounts had we received notice in a timely manner. You must contact Customer Service as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the unauthorized transaction, problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and Service account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) tell us the Funding Account number used to pay the bill, the Payee name, the applicable account number at the Payee, the date the Payment was sent, the Payment Amount and the Payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days after we hear from you. However, we may take up to forty-five (45) days to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error,

we will correct your account record within ten (10) business days. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

ELECTRONIC MAIL (EMAIL)

Sending Email is a very good way to communicate with our Financial Institution and/or Service provider regarding your accounts or the Services. However, your email is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any email communication. You cannot use email to initiate Service transactions. All such transactions must be initiated using the appropriate functions within the Service. Neither the Service provider nor the Financial Institution shall be liable for any errors, omissions, claims, or problems of any kind involving your email.

DISCLOSURE OF INFORMATION

It is our policy to treat your Bill Pay Service account information as confidential. However, the Service provider and/or the Financial Institution may disclose certain information about you, your accounts and/or Payments to third parties in situations such as: when necessary to complete a Payment transaction per your instructions; when necessary to activate additional services per your request; in order to determine credit worthiness; in order to comply with government agency or court orders, financial services regulations or law; or if you give Financial Institution or Service provider written permission.

Information submitted to the Service provider or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by the Financial Institution or prohibited by law.

ACCOUNT AND CONTACT INFORMATION

It is your sole responsibility to maintain accurate and complete contact information and Funding Account information in your user profile. This includes, but is not limited to, name, address, phone numbers and email addresses, and verifying account numbers. Changes can be made within the Service or by contacting Customer Service. Changes you make are typically effective immediately. Neither the Service provider nor the Financial Institution shall be responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

LINKS TO OTHER SITES

Information that the Service provider or the Financial Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Service's site. Neither the Service provider nor the Financial Institution makes any representations or warranties about any other website that you may access to, from or through the Service's site. Unless expressly stated in writing, neither the Service provider nor the Financial Institution endorse the products or services offered by any company or person linked to this site nor is the Service provider or the Financial Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

VIRUS PROTECTION

Neither the Service provider nor the Financial Institution is responsible for any electronic virus that you may encounter using the Service. You are encouraged to routinely scan your device and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

DAMAGES AND WARRANTIES

In addition to the terms previously disclosed, The Financial Institution and/or Service provider are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Bill Payment Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by the Financial Institution or one of its suppliers. In addition, the Financial Institution and/or Service provider disclaim any responsibility for any electronic virus(es) the Subscriber may encounter after installation of such software or use of Bill Payment Services. Without limiting the foregoing, neither the Financial Institution and/or Service provider nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or electronic funds transfer networks. Financial Institution and/or Service provider and its suppliers provide Bill Payment Services from their own sites, and they make no representation or warranty that any information, material or functions included in Bill Payment Services are appropriate for use by you in your jurisdiction. If you choose to use Bill Payment Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Financial Institution nor Service provider nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Bill Payment Services, or contained in any third-party sites linked to or from Financial Institution and/or Service provider's websites. FINANCIAL INSTITUTION AND SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF BILL PAYMENT SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. FINANCIAL INSTITUTION AND SERVICE PROVIDER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

INDEMNIFICATION

Subscriber shall indemnify, defend and hold harmless the Financial Institution and Service provider and their affiliates, officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Subscriber's negligence; (ii) Subscriber's failure to comply with applicable law; or (iii) Subscriber's failure to comply with the terms of this Agreement.

ADDITIONAL REMEDIES

Due to the likelihood of irreparable injury, the Financial Institution and Service provider shall be entitled to an injunction prohibiting any breach of this Agreement by Subscriber.

AMENDMENT AND TERMINATION

The Financial Institution and Service provider reserve the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, you will be notified by: 1) electronic mail; 2) physical mail at the address shown in our records; 3) update of our

website; and/or 4) as otherwise permitted by law. Your continued use of the Service after being notified of changes to this Agreement shall constitute your agreement to such changes.

You may terminate this Agreement by written notice to the Financial Institution. Neither the Financial Institution nor Service provider is responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Payments made by the Service on your behalf under this Agreement.

APPLICABLE RULES, LAWS, AND REGULATIONS

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Pennsylvania, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Northumberland County, Pennsylvania, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

ASSIGNMENT

The Financial Institution and Service provider may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party. Subscriber may not assign this Agreement to any other party.

INTEGRATION

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the Financial Institution.

SEVERABILITY

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

DISPUTES

In the event of a dispute regarding the Service, you and the Financial Institution and Service provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what is said by a Service provider and/or Financial Institution employee or Customer Service Department and the terms of this Agreement, the terms of this Agreement shall prevail.

WAIVER

The Financial Institution and Service provider shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Financial Institution and/or Service provider of a breach of this Agreement shall constitute a waiver by such party of any prior or subsequent breach of this Agreement.

FORCE MAJEURE

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

CONSTRUCTION

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

HEADINGS AND CAPTIONS

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.

MOBILE BANKING TERMS AND CONDITIONS

Thank you for using The Northumberland National Banks Mobile Banking ("Service"). By using this Service, you agree to the following terms and conditions as well as any online banking and bill payment services to which you had agreed. The Bank may modify these terms and conditions at any time.

TERMS AND CONDITIONS

The Service is separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent by or received from The Northumberland National Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services. For questions concerning this, please contact the bank at 1-888-877-6623 or www.norrybank.com/contact-us.

RESTRICTIONS

You agree not to use this Service for any unauthorized, fraudulent or illegal purpose. You agree to use the Service in compliance with applicable rules and regulations, including state, federal, international data and telecommunication laws. You also agree that you will not use the Service for transmitting "spam," unsolicited material, material that is illegal or that violates any third party's privacy rights or confidentiality. You agree that this Service will not be used to transmit information that is considered to be harassing, abusive, libelous, threatening, obscene or harmful to any third party. You agree that you will not use the Service for any manner in which it has not been authorized.

PRIVACY POLICY; DISCLOSURE OF INFORMATION TO THIRD PARTIES

We understand you are concerned about privacy, and your need to safeguard your information and records from unauthorized use and disclosure. Please see our Privacy Policy for this information.

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 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 Florida 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 Florida 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.

MOBILE DEPOSIT TERMS AND CONDITIONS

The Mobile Deposit Terms and Conditions ("Agreement") discusses how you can use The Northumberland National Bank's Mobile Deposit Service ("Service") to deposit checks into your account held at The Northumberland National Bank ("Bank").

AGREEMENT

The Service permits you to use a camera-enabled device to take pictures of original checks to be deposited into your account. The check deposit must meet the Bank's criteria before the image can be electronically transmitted to the Bank for processing. The Service will convert the image into a substitute check in accordance with the Check Clearing for the 21st Century Act ("Check 21").

The terms and conditions of this Agreement are in addition to your deposit account agreement. This Agreement does not replace or cancel any other agreements regarding your deposit accounts, loans or any other service provided. This Agreement is in addition to any other terms that may be displayed on your device at time of deposit. Your use of the service is an agreement to abide by all other applicable rules and regulations, including but not limited to Check 21, the Bank Secrecy Act, USA PATRIOT Act and all applicable state and federal laws.

You agree that when you submit a check for deposit by inputting your User ID and password into the Service, we will act upon the instructions you provided. Your User ID and password is accepted as your authorization to use this Service. You agree to take the appropriate caution to ensure your User ID and password is kept confidential. You agree to hold the Bank harmless from any and all liability if any unauthorized transactions are conducted with your User ID and password.

You are permitted to use the Service only as expressly authorized in the Agreement. You agree that you will not modify, change, alter, copy or reproduce all or any part of this Service or interfere with the technology of the Service.

REQUIREMENTS FOR THIS SERVICE

You must have a camera-enabled mobile device and wireless plan from a compatible wireless provider. The software required must meet the minimum standards established by the Bank and our service provider. These requirements and specifications may be changed at any time.

You agree that the Bank is not responsible for providing or maintaining your device or any other equipment. You agree that you will perform or will have a properly trained representative perform all necessary maintenance, upgrades or repairs to your device.

You are solely responsible for purchasing, installing, maintaining and operating the hardware and software for your device. We are not responsible for any third-party software that you may need to use this service. We are not responsible for any virus or related problems that may be associated with using the Service, email or internet and you agree to release the Bank from any and all claims and damages which may be a result of a virus. You agree that the images you transmit to us contain no viruses or any other feature which may have an adverse effect on our systems.

CHECK IMAGES

Any image that you transmit must be legible and accurately display all applicable information. The check must be properly endorsed before scanning the image. The check should list the payee, drawer, date, signature, legal amount and courtesy amount. The bank routing number and account number should be

clearly displayed in the MICR line at the bottom of the check. Any missing information may cause the check to be declined for deposit by the Bank.

The Bank may refuse to accept a check for various reasons. They include, but are not limited to, the list below:

1. Check is made payable to third party
2. Check contains obvious alterations
3. Check is post-dated
4. Check is stale dated
5. Check is not drawn on a US bank or payable in US Currency
6. Check appears to be suspect
7. Check has missing information
8. Image quality is too light or too dark
9. Image is illegible

You agree to indemnify and hold the Bank harmless against all liability, damages and loss that may be the result of any claims by third parties with respect to any breach on your part when depositing checks through this Service.

CHECKS DEPOSITED

You agree that deposits submitted through the Service and received by the Bank are subject to verification and may be rejected by us at our discretion. You will be liable for any errors, inaccuracies or any loss sustained by the Bank relating to these deposits. The Bank is not liable for any service or late charge fee that may be assessed by the Bank due to the rejection of a deposit. You are responsible for any overdraft fees or any other applicable fees. You agree that a check will be presented only once for payment. If a check is submitted for payment again after the initial deposit, you agree to hold the Bank harmless from all liability and damages that may result from such claims. You also agree that we may debit the amount of the check from your account if a check has been deposited more than once.

CHECKS RETURNED UNPAID

The Bank will provide a notice to you if a check deposited through this Service has been returned by the paying bank. You authorize the Bank to debit your account for the amount of the dishonored/returned check plus any applicable fees. If a check is returned to you, it will be an image of the original check. The original check was your property when the deposit was made through the Service. You agree that any image we charge back to your account may be in the form of an electronic or paper reproduction of the original or substitute check.

DUTY TO REPORT ERRORS

The Bank will provide periodic statements for your review. The statement will list deposits processed through this Service. You may choose to receive paper statements or enroll in electronic statements. You agree that it is your responsibility to review your statements in a timely manner to verify the deposits made through this Service have been posted to your account correctly. Receipt of a check through the Service does not cause the Bank to acknowledge the check is error-free or that the Bank is liable for the check.

You agree to notify the Bank promptly of any errors or discrepancies in a deposit made through this Service within the time period established in your original account agreement. You agree to cooperate with the Bank in any investigation that may be necessary. You may contact us by calling 1-888-877-6623,

sending a secure message through our Online or Mobile Banking Service or by writing to us at The Northumberland National Bank, 245 Front St., Northumberland PA 17857.

SERVICE AVAILABILITY

The service is generally available 24 hours per day, 7 days a week. There are times when the Service may be unavailable due to system maintenance or circumstances beyond the Bank's control. Deposits can still be processed at any branch or ATM location if the service is unavailable.

FUNDS AVAILABILITY

Funds for the checks deposited through the Service are not immediately available. Please refer to the Funds Availability Notice that was part of the original account opening process. The cutoff time for deposits is 3:00 PM Eastern Standard Time. We reserve the right to change the cutoff time at any time without prior notice to customers. Checks deposited prior to 3:00 PM will be considered to be deposited on the current business day. Checks deposited after 3:00 PM will be considered to be processed on the next business day.

STORAGE OF ORIGINAL CHECKS

You agree that after the check has been deposited through the Service, the original check is your property. It is not the property of the Bank. You agree to store the original document securely for a period of at least thirty (30) days. After 30 days, the check may be destroyed by shredding or other permanent method of destruction.

You agree to safeguard the check from theft or reproduction of the original check or unauthorized use of the check. You also agree not to disclose check information to unauthorized persons. If the Bank requests a copy of the check, you agree to provide a copy of the front and back of the original check.

COMPLIANCE

You agree to use this Service for lawful purposes only and will be in compliance with all applicable laws, rules and regulations.

You are prohibited from engaging in any business activity that would involve you cashing checks for third parties, accept restricted transactions in connection with another person in unlawful internet gambling, using the Bank as a conduit for money laundering or activity that may be fraudulent or illegal.

BANKS RESPONSIBILITIES

The Bank's duties are limited to those described in this Agreement, your account agreement and other agreements that may govern your account. We will exercise reasonable care in performing our responsibilities under this Agreement. We will perform our due diligence in protecting the confidentiality of your User ID, password and any other confidential information. You agree that our implementation of our standard procedures for maintaining the confidentiality of customer information shall constitute fulfillment of our obligation to exercise reasonable care.

You agree to assume all consequences of any misuse or unauthorized use or access to the Service. The Bank is not responsible for suspension of performance of all or any of our duties under this Agreement if such performance is prevented or in conflict with any state or federal law or regulation. The Bank is not

responsible for any loss you suffer in the event of any failure or interruption of the Service resulting from the act or omission of any third party or any circumstance beyond our control.

CUSTOMER REPRESENTATIONS AND WARRANTIES

In addition to any other representations and warranties contained in this Agreement, you represent and warrant that:

1. All signatures on the checks are original, authorized and authentic.
2. Each check image is a true and accurate rendition of the front and back of the original check without alteration.
3. You are authorized to present this check for deposit or to obtain payment for this check.
4. You are solely responsible for any and all risk that may be associated with the use of this Service, including the risks of the check being returned for Non-Sufficient Funds, Stop Payment and other applicable reasons.
5. You are solely responsible for the deposit instructions provided to the Bank when using this Service.

If any of these representations or warranties are breached, you agree to indemnify and hold the Bank, shareholders, directors, employees, affiliates or any other agents or their successors harmless from any and all liability.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF THE SERVICE AND LL INFORMATION AND CONTENT, INCLUDING THIRD PARTY SERVICE PROVIDERS, 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 ANY MOBILE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY MOBILE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE INTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY OCCUR WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY MOBILE BANKING SERVICE WILL BE CORRECTED.

YOU ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL OF THE FOREGOING RISKS. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE RECEIVED FROM A BANK EMPLOYEE SHALL CREATE A WARRANTY FOR PURPOSES OF THIS AGREEMENT.

LIMITATION OF LIABILITY

The Bank shall not be liable to you for any damages or losses that you may incur in conjunction with using this Service. This includes any failure to provide or delay in providing access to the Service, except as specifically stated in this Agreement or such damages or losses are caused by our gross negligence or willful misconduct. The Bank's liability for errors or omissions with respect to the data transmitted by us in connection with the Agreement will be limited to correcting the errors or omissions. The correction will be limited to reprocessing and/or representing the checks to the payor bank.

YOU AGREE THAT IN NO EVENT WILL THE BANK OR ANY THIRD-PARTY SERVICE PROVIDER BE LIABLE FOR ANY DAMAGES OR LOSSES, 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, INABILITY TO USE OR THE TERMINATION OF

THE USE OF ANY MOBILE BANKING SERVICE. YOU ALSO AGREE THAT IN PROVIDING THIS SERVICE, THE BANK MAY UTILIZE AND RELY UPON THIRD-PARTY SERVICE PROVIDERS TO PROVIDE THESE SERVICES TO THE BANK. YOU FURTHER AGREE THAT YOUR RIGHTS UNDER THIS AGREEMENT SHALL BE SOLELY AGAINST THE BANK AND YOU WILL HAVE NO RIGHTS AGAINST ANY THIRD-PARTY SERVICE PROVIDER WHATSOEVER. YOU AGREE TO WAIVE ALL SUCH RIGHTS AGAINST ANY THIRD-PARTY SERVICE PROVIDER.

INDEMNIFICATION

You agree that you are required to indemnify and hold us harmless against any and all claims, damages, liabilities, costs, including attorneys' fees and other legal expenses arising from your use of the Service and/or breach of this Agreement. You further agree to indemnify our technology partners, their parents, subsidiaries, directors, officers, shareholders, employees and agents, from any third-party claims, lawsuits or actions, including claims of another bank, business or governmental entity, and all losses, damages, costs and expenses arising from such claims, to the extent any such claim is related to the Bank or your use of the Service or our third party service providers, unless such claim is a direct result of an action or omission made by our third-party service provider in bad faith. You agree that this paragraph shall survive the termination of this Agreement.

OUR ABILITY TO TERMINATE SERVICES

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts using the Service. We can terminate your mobile deposit privileges under this Agreement without notice to you if you do not pay any fee when due, if applicable, or if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing.

We can also terminate the Service if we believe that an actual or potential unauthorized use of your Access ID, Password or account may be occurring.

The Bank reserves the right to terminate your access to the Service or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law.

CHANGES IN TERMS

We can amend this Agreement upon notice to you, which you agree may be sent by email. Any notice will be effective not later than ten (10) days after we send the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved the notice by that time. This Agreement may be amended from time to time. This Agreement contains the entire understanding between you and the Bank concerning the Service, and supersedes any verbal conversations, other communications, and previous agreements, if any.

BY CLICKING "ACCEPT" YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE AGREEMENTS AND DO AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS.