



## Online Banking Agreement

[www.harleysvillebank.com](http://www.harleysvillebank.com)

### Online Banking

This Online Banking Agreement (the "Agreement") provides the terms and conditions governing the use of the electronic banking functions ("Online Banking") that are available through Harleysville Bank (the "Bank"). "You" and "your" refer to each person who opens or is authorized to use any account or service offered by the Bank. "We" refers to the Bank. The term "business day" means all days except Saturday, Sunday, and all banking holidays. By signing the application for Online Banking, you agree to abide by the terms and conditions of this agreement as well as the terms and conditions of the disclosures for all of Harleysville Bank's products and services. Harleysville Bank will provide means for its customers to apply for Online Banking either through the internet, in person at one of the branches, or through the U.S. mail.

Harleysville Bank employees do not need to know your password for any reason and therefore you should never, under any circumstances, give your password to anyone, including someone claiming to be from the bank. If you fail to safeguard the secrecy of your password, you do so at your own risk since anyone with your password will have access to your accounts.

You are responsible for any and all transactions performed through the use of the Online Banking System that were authorized with your username and password. If you believe your password has been compromised, you will notify Harleysville Bank and immediately change your password.

By initiating an Online Banking transaction using your username and password, you authorize the bank to withdraw from or deposit to the designated account the amount necessary to complete the transaction.

You agree not to hold the bank liable or make any claim against Harleysville Bank with respect to the bank's honoring any transactions performed under the use of your password.

You agree, according to federal regulations, not to make more than six (6) preauthorized or automatic transfers from your Money Market or Account during a given monthly statement period. There is no limit to the number or amount of withdrawals made from your Checking account.

For purposes of this agreement, business days are Monday through Friday not including holidays. The cutoff time for Online Banking transactions is 4:00 p.m. Monday through Friday. Any transactions performed after the cutoff time will be posted on the following business day.

Harleysville Bank reserves the right to terminate this agreement at any time without prior notice.

This agreement is deemed to be terminated upon the closing of an account and all pertinent services relating to such account will also be terminated immediately.

### Online Bill Payment

By using Bill Payment, you agree to abide by the terms and conditions of this Agreement (as amended from time to time), as well as the terms, conditions, agreements, fee schedules and disclosures applicable specifically to any such service, including but not limited to the Bank's online banking agreement, as provided on the Bank's Internet web site.

Bill Payment allows you to schedule bill payments through Harleystville Bank. Bill Payment is available only to individuals with personal checking accounts in good standing, and may be used only for payments that are the responsibility of a natural person. The Bank reserves the right to terminate Bill Payment if, at our discretion we determine this service is being used for a business purpose.

You can arrange, entirely at your option, for the payment of your current, future, and recurring bills from your Bank personal checking account, up to a maximum of the available funds in such account. There is no limit to the number of payments that may be authorized. Only one one-time payment and one recurring payment may be sent to any payee on the same business day. You may pay any person, individual or business for which you provide a valid mail delivery address and valid account number. We will not process any payments to Federal, state, or local governmental units, tax agencies or courts. Harleystville Bank reserves the right to refuse to pay any person or entity to whom you may direct payment. Harleystville Bank is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to make tax or court related payments, or any other payment which is prohibited under this agreement.

When we receive a payment instruction, we will mail or otherwise remit payment from the available funds in your Bank personal checking account, on the "Send Date" as requested by you. Remittance may be by check or through electronic means, the format of which is at the sole discretion of the Bank. The bank reserves the right to combine multiple payments' to payees. To schedule payments, you will enter the requested "Send Date", or the date you want the payment sent to the merchant. The Bank will deduct the payment amount from your account one day prior to the "Send Date".

We shall not be obligated to remit any such payment unless your checking account and/or draw account(s) has sufficient funds or credit availability, at least equal to the amount, to pay the bill on the processing date.

You authorize Harleystville Bank to charge your personal checking account for all periodic service charges associated with Bill Payment as disclosed in the Rates and Fees Disclosure, as amended from time to time. You agree to maintain sufficient funds in your personal checking account and/or draw account from which bills are being paid or Bill Payment may be canceled without notice.

You agree that we reserve the right to terminate the Bill Payment service at any time.

By providing Harleystville Bank with the names of your payees, account numbers, payment amounts, and their address, you authorize us to follow the payment instructions to those payees as provided by you.

All payments made through Bill Payment require sufficient time for your payee to credit your account. To avoid incurring finance charges or late fees charged by your payee, you must schedule a payment with sufficient time in advance of the due date of your payment. You must schedule the "Send Date" of all payments at least five (5) business days prior to the requested "due date" as indicated by your bill.

You have the right to cancel or change any scheduled payment. You must cancel the scheduled payment no later than 4:00 p.m. EST (or EDT, if applicable) on the day before the "Send Date" you entered, by editing or deleting the scheduled payment.

We shall not be responsible if payment is not received on time if we send payment according to payment schedule as outlined within this agreement. You are responsible to make sure that the date entered allows sufficient time for payment to be received by vendor.

We shall not be responsible for any charges (including any applicable finance charges or late fees) imposed or any other action taken by a payee who refuses or mishandles the payment for any reason, or that results from a payment that you have not scheduled properly, including you not having provided the Bank with correct names, addresses and/or account information for those persons or entities to whom you wish to direct payment. In addition, we will not be liable if any third party (including the U.S. Postal Service) through which any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable if there are non-sufficient funds or credit available in your designated payment account or draw account; a legal order directs us to prohibit withdrawals from the payment

account; the payment account is closed or frozen; or any part of the electronic system used in connection with the Bill Payment service is not working properly.

You agree to hold Harleysville Bank harmless for circumstances beyond our control, including but not limited to fire, flood or other acts of God that prevent the proper execution of Bill Payment Service transactions.

Bill Payment features and service charges may be changed by Harleysville Bank from time to time. In such event, Harleysville Bank shall send an e-mail notice to your e-mail address, or forward regular U.S. mail notification to your mailing address, as it appears on our records, at least 30 days prior to the change. Any use of the Bill Payment Service after the change(s) take(s) effect will constitute your agreement to the changes.

Harleysville Bank identifies users by their unique User ID and Password. All Bill Payment transactions initiated with your User ID and Password will be considered as having been authorized by you. You are liable for all bill payments made or authorized with the use of your User Name (or User ID) and Password. You agree that if you give your Password to anyone, or fail to safeguard its secrecy, you do so at your own risk since anyone with your Password will have access to your accounts. You agree that if you have knowledge that the secrecy of your Password has been compromised, you will immediately notify the Bank in writing of that knowledge, and will immediately change your Password.

## **E-Statements**

By authorizing e-Statement delivery for your account:

1. You are enrolling in the e-Statement service through online banking, and you are affirmatively consenting to receive your periodic account statements electronically.
2. You are agreeing to discontinue the receipt of a monthly paper statement for all of your checking, or money market accounts referenced in your online banking account list, for all accounts now and in the future. All accounts currently included on your paper account statement, including the deposit account you elect, will be included on your e-Statements.

### **TECHNICAL REQUIREMENTS FOR USING e-STATEMENTS**

To access and retain your e-Statements, you will need the following:

1. Internet access and an Internet e-mail account and address;
2. Microsoft Internet Explorer 4.0 or higher or Netscape Communicator or Navigator 4.06 or higher with 128-bit encryption;
3. Adobe® Acrobat® Reader™ 4.0 or higher or comparable PDF viewer;
4. Access to a printer or the ability to download information in order to keep copies of your e-Statements for your records.

### **ACCESS TO YOUR e-STATEMENTS**

After you accept the e-Statement Agreement, you may access your e-Statements by clicking on the "e-Statement" button in the accounts section of our online banking service. For new accounts, e-Statements will be available with your first statement generated after enrollment. Your normal statement cut-off date will not change when you elect to receive e-Statements.

### **ONGOING AVAILABILITY OF YOUR e-STATEMENTS**

Each e-Statement will be available for at least 90 days after the date it is posted on the online banking web site. You may find it advisable to print or download e-Statements for permanent retention. For a fee, paper copies of e-Statements are available upon request. You may request a paper statement by contacting us as provided below (see "How to Contact Us").

### **HOW TO DISCONTINUE ELECTRONIC DELIVERY OF e-STATEMENTS**

At any time, you may revoke your consent to electronic delivery and instead receive statements in paper form. To revoke your consent, send us a secure email through the online banking secure email capability, or a written letter, stating that you wish to revoke your consent to receive e-Statements and stating that you wish to receive these materials in paper form. Include your name and the applicable account number(s) in your letter. You may alert us to your request by telephone (see "How to Contact Us" below).

### **YOUR RESPONSIBILITY TO NOTIFY US REGARDING ERRORS, IRREGULARITIES OR UNAUTHORIZED ACCESS**

You must promptly review your e-Statements and any accompanying items. Notify us immediately (see "How to Contact Us" below) of any suspected error, alteration or other irregularity (i) with your e-Statements; or (ii) with your account, including unauthorized access. Telephoning us immediately is the best way to keep your losses down, although you also may need to notify us in writing to preserve your rights. For more detailed information about your rights and responsibilities in this context, refer to the Deposit Account Disclosure.

### **YOUR RESPONSIBILITY TO UPDATE YOUR ELECTRONIC CONTACT INFORMATION**

You must promptly notify the Bank if there is a change in your e-mail address or in other information needed to contact you electronically (see "How to Contact Us" below).

### **HOW TO CONTACT US**

If you need to contact the Bank in any of the circumstances described above, or for any other reason, you may contact us:

1. if you are an online banking customer, by sending us an online secured Message through online banking; or
2. by telephone at 1-800-243-8700; or
3. in writing by U.S. Mail to: Harleysville Bank, Attention: Customer Service, 271 Main St. Harleysville PA 19438

### **FEES FOR e-STATEMENTS**

The Bank does not currently charge fees for electronic delivery of e-Statements. We reserve the right to impose or change fees for electronic delivery and charge your deposit account for these fees at any time after providing such notice to you as may be required by law or regulation.

### **AMENDMENT AND TERMINATION OF THE e-STATEMENT AGREEMENT BY HARLEYSVILLE BANK**

We may amend or change the e-Statement Agreement at any time and will provide to you any notice or request for authorization required by law or regulation. If no notice or request for authorization is required by law or regulation, your continued acceptance of e-Statements after the effective date of such change will constitute your acceptance of and agreement with such amendment(s).

We may terminate this Agreement, and immediately either refuse to provide, or revoke access to, e-Statements at any time with or without cause or prior notice. If we terminate your access to our online banking service you will no longer receive e-Statements. Neither termination nor discontinuation of your access to our online banking service shall affect your liability or obligation under this Agreement.

### **LIMITATION OF LIABILITY**

We will use our best efforts to deliver your e-Statements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your e-Statements because of the existence of any one or more of the following circumstances:

1. Our online banking system is not functioning properly, and you know or have been advised by us of the malfunction, or
2. Your equipment or Internet access was not working properly, or
3. Internet service is interrupted (e.g., due to traffic or other disruptions), or
4. Circumstances beyond our control (including, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery, and we have taken reasonable precautions within our control to avoid such circumstances.

To the extent permitted by applicable law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental or consequential damages whatsoever resulting from the loss or use of data, whether or not advised of the possibility of such loss or damage.

#### **AGREEMENT REGARDING YOUR USE OF e-STATEMENTS**

You agree not to alter or use the e-Statements for any unauthorized, fraudulent or other illegal purpose.

#### **CHOICE OF LAW AND FORUM**

You agree that the e-Statement Agreement shall be interpreted in accordance with Pennsylvania Law, excluding its choice of law provisions. You further agree that all disputes arising out of or relating to the e-Statement Agreement or the provision of services by Harleysville Bank shall be resolved in a court of competent jurisdiction in the Commonwealth of Pennsylvania, and you hereby consent to the exclusive jurisdiction and venue of such courts.

This Agreement is subject to all applicable laws and regulations, recognized banking customs, the Bank's fee schedule in effect at the time an online banking service is used, and other requirements as set forth in the "Terms and Conditions of Your Deposit Account" agreement ("Account Agreement") and disclosure statement, as amended from time to time. In addition, this Agreement shall be deemed null and void upon the closing of an account, and all online banking services established for and available to such accounts shall be immediately terminated.

## **Accounts Originated Online**

Checking and accounts originated online will not receive paper statements but will be enrolled in the bank's e-statement program through online banking. The rate for accounts originated online will be the rate in effect the day the application was submitted. Accounts originated online may require a credit report and will be verified through Chex systems. Interest will be credited beginning the day the funds are deposited into the account.

## **Mobile Banking**

Mobile banking is available to those who are enrolled in online banking. By using mobile banking you agree to be bound by this online banking agreement as well as all other account terms and conditions. You may incur fees from your mobile provider including, but not limited to, internet access and text messaging. Check with your mobile provider for current rates. You are solely responsible for the security of your mobile device. Your private information could be viewed by someone with access to your mobile device. If your mobile device is lost or stolen or you notice unauthorized activity on your account you agree to notify the bank immediately.