

## **Instructions**

**By clicking the Agree button presented after reviewing this document you signify that you have read and agree to Embassy Bank's terms and conditions for using Anytime Banking Services. Your enrollment will not be complete until Embassy Bank notifies you that it has accepted your enrollment. Not all services offered through Anytime Banking are available to everyone. Please contact Embassy Bank to determine which services may be available to you.**

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## **I. Introduction**

This Anytime Banking Access Agreement (this “Agreement” or “Access Agreement”) sets forth the terms and conditions governing the services offered through Embassy Bank’s Anytime Banking service (“Anytime Banking”). By using Anytime Banking, you acknowledge your receipt of this Access Agreement and agree to the terms and conditions set forth in this Access Agreement. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation and the rules of the National Automated Clearing House Association (NACHA) and, to the extent there is no applicable Federal law or regulation or NACHA rule, by the laws of the Commonwealth of Pennsylvania. The terms “we,” “us,” “our,” “Embassy Bank,” and “Bank” refer to Embassy Bank for the Lehigh Valley. “You” and “your” refers to each signer and owner on an enrolled account, as well as the Account Administrator and all Authorized Users to whom you have delegated Anytime Banking authority. The term “business day” means Monday through Friday, excluding Saturday, Sunday, and Federal banking holidays. “Business Day Processing hours” are 9:00 AM Eastern Standard/Daylight Savings Time through 4:00 PM Eastern Standard/Daylight Savings Time.

Anytime Banking can be used to access accounts maintained with Embassy Bank. As used in this Access Agreement, “Activated Account” means an Embassy Bank account that the Bank has accepted for enrollment in Anytime Banking. The terms and conditions of this Access Agreement are in addition to the applicable account disclosure statement (Deposit Account Terms & Conditions and Disclosures) and other documents and agreements affecting Activated Accounts from time to time.

The services offered through Anytime Banking from time to time are referred to in this Access Agreement as the “Services”, and are subject to change from time to time.

We may provide the Services through one or more “Service Providers” that we have engaged for this purpose. You agree that we may delegate to such Service Providers all or any of our rights and obligations under this Agreement, and that the Service Providers will be intended third party beneficiaries of this Agreement.

By providing us with a telephone number and email address, you consent to receiving emails, text messages and autodialed and prerecorded message calls from us at that number or email address for marketing and non-marketing purposes. For example, we or our Service Provider may contact you in connection with validating or processing a transaction initiated through the Services. Please review our Privacy Policy for more information.

## **II. Accessing Your Embassy Bank Accounts through Anytime Banking**

### **A. Enrollment Requirements**

To enroll in Anytime Banking, you must have an eligible Embassy Bank account. Except as expressly permitted by a particular Service, accounts that are eligible for Anytime Banking include checking and savings accounts maintained at the Bank. You can enroll for Anytime Banking by following the enrollment instructions on our website, <http://www.embassybank.com>. The Bank may, from time to time, establish alternative procedures for enrolling in Anytime Banking.

If you are a commercial customer of the Bank, in order to enroll your account in Anytime Banking, you must be lawfully operating as a licensed business and have a Taxpayer Identification Number (TIN). The TIN must be your Employer Identification Number (EIN) if you are a corporation, limited liability company or partnership, or your EIN or Social Security Number (SSN) if you operate as a sole proprietorship. You will be notified when your enrollment has been accepted.

### **B. Your Sign-On ID and Password**

Following the Bank’s review and approval of your enrollment request, you will be given a Sign-On ID and an initial Password that will give you access to your accounts enrolled in Anytime Banking. The first time that you sign on using the Sign-On ID and the initial Password provided by the Bank you will be required to change your Password. At any time that you choose, you may change your Password by following the instructions provided by the Service. Embassy Bank recommends that you change your password frequently. For your security purposes, Embassy Bank requires that you change your Password at least once every one hundred and eighty (180) days. For security purposes, it is also recommended that you memorize your Sign-On ID and your Password. **Do not write them down or share them with others. YOU ARE RESPONSIBLE FOR KEEPING YOUR SIGN-ON ID, PASSWORD, ACCOUNT NUMBERS AND OTHER ACCOUNT INFORMATION CONFIDENTIAL.**

### **C. The Account Administrator Role**

As part of the enrollment procedure, you must designate an authorized signer on the account to serve as the account administrator (“Account Administrator”). **The Account Administrator will have access to all Activated Accounts and all Services available to such Activated Accounts through Anytime Banking, and may grant other persons the authority to access specific Services offered through Anytime Banking (“Authorized Users”), including individuals who are not authorized signers.** The Services and activities available through Anytime Banking may include all or any of the following:

- Manage Accounts
- Manage Authorized Users
- Generate Reports
- Internal Funds Transfers
- External Funds Transfers (A2A)
- Bill Payment

Mobile Deposit

Popmoney

\*Automated Clearing House (ACH) Services

\*Online Wire Transfer Services

\* A separate agreement between you and the Bank must be approved by the Bank before you may access Automated Clearing House or Online Wire Transfer Services through Anytime Banking.

You assume sole responsibility for actions of the Account Administrator and Authorized Users. The Bank shall be entitled to rely on any information or instructions provided to Bank from the Account Administrator and any Authorized User with respect to an applicable Service until Bank receives written notice from an authorized signer on the affected Activated Account to revoke such Account Administrator or Authorized User's authority. Any such notice shall be effective as soon as reasonably practicable.

#### **D. Electronic Mail**

The Bank does not consider public e-mail services to be a secure means by which to transmit confidential information. You should not include confidential information, such as account numbers and balances, in any e-mail, whether to the Bank or third parties.

Sending messages through the Anytime Banking electronic mail service ("Mailbox Services") is a secure way to communicate directly with the Bank. Mailbox Services are provided free of charge in order for you to direct questions about your Activated Account(s) to the Bank and to provide general feedback regarding our Services. You must use Mailbox Services to request an address change if you are making the request using Anytime Banking. Mailbox Services are accessible after you sign on to Anytime Banking using your Sign-on ID and Password.

You cannot use Mailbox Services to initiate transactions on your Activated Account(s). For banking transactions, please use the appropriate functions within Anytime Banking, or contact us toll free at 1-866-897-0131 for assistance.

#### **E. Accessibility**

Bank shall endeavor to make its Anytime Banking Services available for inquiry 24 hours per day, 7 days per week. These hours are subject to change at the Bank's discretion. However, at certain times, some or all of the Anytime Banking Services may not be available due to system maintenance or reasons beyond Bank's control. Bank does not warrant that these Services will be available at all times. When unavailable, you may visit a branch of the Bank, use an automated teller machine ("ATM") or call the Bank's office to conduct transactions.

Bank's ability to provide certain Services is dependent upon Bank's ability to obtain or provide access to third party networks. In the event any third party network is unavailable and Bank determines, in its sole discretion, that it cannot continue providing any third party network access, Bank may discontinue the related Service or provide the Service through an alternate third party network. In such situations, Bank shall have no liability for the lack of availability of or access to the affected Service. Bank shall not be responsible for any Services you receive from Bank's vendors.

#### **F. Hardware Requirements**

You are responsible for providing and maintaining any equipment that may be necessary for access to and use of the Services, such as telephones, terminals, modems, computers and mobile devices. You agree to use equipment that is compatible with Bank's programs, systems and equipment, which Bank may change from time to time. Bank assumes no responsibility for the defects or incompatibility of any hardware or software that you use in connection with the Services, even if Bank has previously approved their use. Bank makes no warranty, express or implied, including but not limited to, any implied warranty of fitness for a particular propose or of merchantability, with respect to the

Services, any computer programs, equipment or software used by you. You agree to comply with the terms of any software licenses used by you in connection with the Services.

#### **G. Responsibility for Your Account**

**You are solely responsible for the security of your Sign-On ID and Password and the activities of any Account Administrator or Authorized Users you designate. Any transaction made using your Sign-On ID and Password or any User ID issued to the Account Administrator or Authorized User is conclusively presumed to have been authorized by you.**

YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL LOSS OR DAMAGE OF ANY KIND RESULTING FROM ACTS OR OMISSIONS OF YOUR ACCOUNT ADMINISTRATOR AND ANY PERSON TO WHOM YOU OR YOUR ACCOUNT ADMINISTRATOR GIVES ANY ADMINISTRATIVE OR AUTHORIZED USER RIGHTS WITH RESPECT TO YOUR ACCOUNTS THROUGH ANYTIME BANKING. YOU ARE ALSO RESPONSIBLE FOR ALL LOSS OR INJURY RESULTING FROM ANY UNAUTHORIZED USE OF A SIGN-ON ID OR PASSWORD, UNLESS YOU ARE A CONSUMER (AS DEFINED BY REGULATION E, 12 C.F.R. PART 205), IN WHICH CASE YOUR RESPONSIBILITIES ARE AS SET FORTH IN THE DOCUMENT ENTITLED “ELECTRONIC FUND TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES,” A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A.

#### **H. Security Procedures**

Bank may provide you with operating procedures and manuals, which may be in electronic or hardcopy format (collectively, “User Documentation”), in connection with certain Services. You agree to:

- Comply with the User Documentation provided by Bank and any and all operating and security procedures agreed upon between you and the Bank;
- Establish and maintain procedures to assure the confidentiality of the Sign-On ID, identification codes, passwords, repetitive request numbers and other access procedures;
- Take reasonable steps to safeguard the confidentiality and security of the passwords, User Documentation and other proprietary property or information provided by Bank in connection with the Services;
- Closely and regularly monitor the activities of your employees and agents who access the Service, including, without limitation, Account Administrators and Authorized Users;
- Develop and implement internal procedures to limit risk related to unauthorized accessing of the Services, including, but not limited to, changing the password of each Account Administrator and Authorized User, not permitting Account Administrators or Authorized Users to share their identification codes or passwords, deleting any identification codes of former Account Administrators or Authorized Users who should no longer have access to a Service, not keeping, in any form or in any place, any list of passwords, and keeping every identification code and repetitive request number under secure conditions;
- Notify Bank immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and
- In the event of an access breach, allow a third party, on behalf of the Bank, to examine and perform computer forensics on your computers, mobile devices and networks to determine how the breach occurred and the extent of the breach, and to ensure your computers, mobile devices and networks are secure.

**Each time you, your Account Administrator or any Authorized User initiates a transfer, payment or performs another transaction using a Service, you agree that the security procedures agreed upon between you and the Bank are commercially reasonable.** Some of the Services allow you, your Account Administrator and Authorized Users to set transaction limits and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any

transfer or payment order that Bank receives through the Services, even if the order is not authorized by you, if it includes the appropriate password or is otherwise processed by Bank in accordance with the agreed upon security procedures applicable to such Service; provided, however, that if you are a consumer (as defined by Regulation E, 12 C.F.R. Part 205), your responsibility for unauthorized payments is as set forth in the document entitled Electronic Fund Transfers – Your Rights and Responsibilities,” a copy of which is attached hereto as Exhibit A.

You hereby agree that no security procedure for error detection has been established between you and the Bank. The security procedure agreed upon in this Agreement and any applicable schedule or exhibit hereto, or set forth in any User Documentation, cannot, nor is intended to, detect errors. You are responsible for ensuring the accuracy of instructions delivered to Bank and Bank has no duty to verify the accuracy thereof, nor will it be liable for losses or damages arising out of instructions containing erroneous information.

You are strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions and network infections. You warrant that such measures will include, but not be limited to, security technology (e.g., secure web-servers) that provides a minimum level of security equivalent to 128-bit RC4 encryption technology for the entry and transmission of instructions over the Internet, and network security to safeguard account information and access from unauthorized parties.

Each security procedure is strictly confidential and should not be disclosed by you or an Account Administrator or Authorized User to anyone else. You covenant to establish and maintain adequate procedures to safeguard the security procedures, and if you have reason to believe that a security procedure has become known to any unauthorized person, you shall immediately notify Bank by telephone call to the Bank at 610-882-8800, followed up with an email notification to us using the Mailbox Services and a formal letter of such disclosure, signed by an authorized signer, Account Administrator or Authorized User. Bank is expressly authorized to deliver security procedure materials to Account Administrators and Authorized Users.

Additionally, You warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the security procedures detailed in this Access Agreement, its schedules or exhibits and any User Documentation. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.

Notwithstanding any provisions herein to the contrary, Bank may refrain from initiating a transaction if Bank believes that it may not have been authorized by you or that there may be a security breach with respect to any Activated Account(s) affected thereby.

### **III. Account Services**

#### **A. Account Management**

In managing your Activated Accounts, you may use Anytime Banking to:

- View account balances and review transaction history.
- Communicate directly with the Bank through the Mailbox Services.
- Transfer money between accounts maintained at the Bank.
- Pay bills to any merchant, institution or individual using the Bill Payment Service described below.

Additionally, subject to prior approval of the Bank, you may use Anytime Banking to:

- Deposit checks using your mobile device using the Mobile Deposit Service described below.

- Transfer funds to accounts outside of the Bank using our A2A, Popmoney, ACH\* or Wire Transfer Services\* (\*requires separate agreement).

These features are limited to the extent and subject to the following:

- Your ability to transfer funds between certain accounts may be limited by federal law, as stated in the applicable Deposit Agreement and Disclosure Statement.
- The Bank may not immediately retrieve a message that you send using the Mailbox Services. Therefore, you should not rely on Mailbox Services if you need to communicate with the Bank immediately – for example, if you need to stop payment, to report a lost or stolen card, to report a compromised Password, or to report an unauthorized transaction from one of your accounts. The Bank will not take action based on your Mailbox Service requests until it actually receives your message and has had a reasonable opportunity to act upon your request.
- **You must review transactional information at least once every 30 days to assure the accuracy of your account records.**
- The Bank reserves the right to limit the frequency and dollar amount of transactions from your Activated Accounts for security reasons.
- Your online funds transfer requests between your accounts maintained at the Bank will take place immediately after you have confirmed your request information and clicked Continue. If you have a scheduled payment using our Bill Payment Service, your transfer will be processed on the scheduled Business Day at **9:00 AM EST/DST.**
- If available, each transfer made from a loan account will be treated as a loan (cash) advance from that account and is subject to the terms of your applicable Credit Agreement with us. If you have a loan account with Embassy Bank, you appoint the Bank as your agent for purposes of taking any action necessary to complete your request for a loan advance from your loan account and deposit the loan advance in your designated account at the Bank.
- Overdraft protection (credit extended to cover overdrafts due to insufficient funds) for any Activated Account will only be available if the Bank has approved an overdraft credit facility for such Activated Account.

## **B. Internal Funds Transfers**

You may initiate transfers of funds between designated accounts maintained at the Bank. Online real time Anytime Banking transfers between Activated Accounts are processed ***immediately*** if the funds are collected. Recurring or scheduled transfers, which are initiated prior to 4:00 p.m. on a Business Day, when the Bank has reasonable time to act, will be effective as of the close of business on that Business Day. Transfers initiated after 4:00 p.m., EST/DST, on a Business Day or on a day other than a Business Day will be effective as of the close of business the following Business Day.

By initiating the transfer of funds from an account, you represent and warrant to the Bank that the balance of collected funds in the account is equal to or greater than the amount of the transfer. We have no obligation to verify the availability of collected funds in the account at the time of the transfer request. If an overdraft is created as a result of a transfer request, you agree to reimburse us for the amount of the overdraft immediately upon request and to pay such charges as may be imposed by us as a result of the overdraft.

The number of transfers from a savings account is limited to six (6) per statement cycle. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.



### **C. Balance and Transaction History**

You can obtain balance and transaction history on all Activated Accounts. Current balance and activity information is available in real time mode (upon receipt). Your actual available balance may be higher or lower due to uncollected funds, holds or transactions posted or memos posted. This statement is for informational purposes only and may not be equivalent at all times to the statement information on the Bank's records. The Bank's statement records shall control if there is any conflict between such records and the information reflected on your Anytime Banking statement or software program.

### **D. Deposit Account Terms & Conditions and Disclosures Statements**

Acceptance of your application for enrollment of your accounts under this Access Agreement does not modify your rights and obligations under your existing Deposit Account Terms & Conditions and Disclosures Statement, which remain in full force and effect.

## **IV. Account-to-Account ("A2A") Transfer Services**

### **A. Use of the Service**

Anytime Banking enables you to transfer funds: (i) between Activated Accounts that you maintain at Embassy Bank; and (ii) between an Activated Account(s) that you maintain at Embassy Bank, on the one hand, and an account that you maintain at another financial institution, on the other hand.

We will use reasonable efforts to make all your transfers as properly requested; however, the Bank shall incur no liability to you if we are unable to complete any transfers initiated by you through Anytime Banking because of the existence of any one or more of the following circumstances:

- The affected Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection for the account.
- The Service is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction.
- The transaction is refused as described in Section IV.J. below.
- You have not provided us with the correct information for those accounts to which you wish to direct a transfer.
- Circumstances beyond our control such as, but not limited to, communications failure, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction.

If any of the above conditions causes rejection of any requested transfer, no second attempt will be made to process the transfer.

### **B. Ownership of Accounts**

You represent and warrant that you are the sole owner (and not a joint tenant) of the account from which funds will be debited ("Transaction Account") and the account to which your funds will be credited ("Recipient Account"), and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is maintained at a financial institution located in the United States.

### **C. Authorization**

When we receive a request from you to transfer funds from a Transaction Account to a Recipient Account (a "Transfer Instruction"), you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts as described below in Section IV.L. (Service Fees and Additional Charges). You also authorize us to reverse a transfer from your Recipient Account if the debit is returned to the Transaction Account for any reason, including, but not limited to, nonsufficient funds.

**D. Accuracy of Information**

It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**E. Transfer Methods and Amounts**

We may, at our sole discretion, impose limits on the amount of funds that you can transfer through this Service. We also reserve the right to select the method by which the transfer of funds shall be effectuated, and the method by which funds may be returned to you in the event that the Recipient Account is closed or otherwise unavailable to us.

**F. Transfer Cancellation Requests and Refused Transfers**

You may cancel a transfer request at any time prior to processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If we are unsuccessful (for example, where the Transaction Account has been closed), we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an “unclaimed funds” account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

**G. Stop Payment Requests**

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

**H. Your Liability for Unauthorized Transactions**

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

**I. Failed or Returned Transfers**

In using the Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (i) you will reimburse us immediately upon demand the transfer amount that has been returned to us; (ii) for any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; (iii) you may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you, which fee amount will be as set forth in the Bank’s applicable fee schedule or your Account agreement with us; (iv) you will reimburse us and our

Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you; and (v) we and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency. You hereby authorize us to deduct the foregoing amounts from your designated Transaction Account by ACH debit.

**J. Refused Transfers**

We reserve the right to refuse any requested transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a transfer that is prohibited under this Agreement.

**K. Returned Transfers**

In using the Service, you understand transfers may be returned for various reasons, including, but not limited to, the Recipient Account number not being valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account.

**L. Service Fees and Additional Charges**

Applicable fees will be disclosed in the user interface for the Service or in our applicable fee schedules. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Account you hold with us, whether a Transaction Account or Recipient Account, for these amounts and any additional charges that may be incurred by you. If we hold both the Transaction Account and the Recipient Account, then you authorize us to deduct such amounts and charges from the Transaction Account. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**V. Bill Payment Services**

**A. Use of the Service**

Anytime Banking allows you to schedule bill payments through the Internet. You can schedule, at your option, the payment of your recurring bills from any of your Activated Accounts. There is no limit to the number of payments that may be authorized; provided, however, that all transactions are subject to the affected Activated Account having sufficient available funds to process the transaction. You may pay any merchant or individual through the use of Anytime Banking. **We strongly recommend that you do not make tax payments, securities purchases or court-directed payments through Anytime Banking Payment Services. Further, Anytime Banking Services may not be used to make payments to third parties outside of the U.S.**

By issuing a payment instruction using the Bill Payment Service, you authorize us to follow such payment instructions and make payment to the payee/merchant named in the instruction (the “Biller”). When we receive a payment instruction (for the current or a future date), we will remit funds to the Biller on your behalf from the funds in your selected Activated Account (the “Payment Account”). When we receive a payment instruction, you authorize us to charge the Activated Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as reasonably possible. You also authorize us to credit your Payment Account for payments returned by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

**B. Payment Scheduling**

The date on which you want your Biller to receive your bill payment, which is also the date on which your Payment Account will be debited (unless such date falls on a non-Business Day, in which case it will be considered to be the previous Business Day), is referred to as the “Scheduled Payment Date”.

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. The application will not permit you to select a Scheduled Payment Date earlier than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, in order to avoid late fees, you must select a Scheduled Payment Date that is no later than the actual due date reflected on your Biller statement setting forth the date by which the payment is due (the “Due Date”), unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

It is understood that due to circumstances beyond the control of the Bank, particularly due to U.S. Postal Service delivery efforts, delays in handling and posting payments, slow-responding companies or financial institutions, some transactions may take a day or even a few days longer to complete. **For this reason, in order to ensure timely payment, it is highly recommended that all payment transfers be scheduled at least (7) seven business days before the actual due date.**

### **C. Service Guarantee**

We will use our best efforts to process your payments properly and will bear responsibility for any late payment related charges, up to \$50.00, should a payment post after its Due Date, provided the payment was scheduled in accordance with the guidelines described under “Payment Scheduling” above and was not a tax payment, securities purchase or court-directed payment. However, we shall incur no liability to you if we are unable to complete any payments initiated by you through Anytime Banking because of the existence of any one or more of the following circumstances:

- The affected Activated Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection for the account.
- The Service is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction.
- You have not provided us with the correct names or account information for those persons or entities to whom you wish to direct payment.
- Circumstances beyond our control such as, but not limited to, communications failure, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction.

If any of the above conditions cause rejection of any payment instruction, no second attempt will be made to process the payment.

### **D. Accuracy of Bill Payment Information**

We cannot process bill payment entries on your behalf unless we have the correct name and account number for the party to whom payment is to be made. In the event there is a discrepancy between the payee name and the account number, the payment will be made according to the account number. You must also provide us with the correct payment amount. You alone are responsible for any loss or damage, including late fees, you may suffer as a result of providing us with erroneous information.

### **E. Provisional Payments**

You agree to be bound by the provisions of the National Automated Clearing House Association (NACHA) rules making a payment to a payee by the financial institution of such payee (which may be the Bank if the payee’s account is with us) provisional until the payee’s financial institution receives final settlement for your payment from your account. If final settlement is not received, the payee’s financial institution is entitled to a refund from the payee of the amount credited. This means the payee (i.e., the party to whom you attempted to make payment) will not have been paid.

**F. Compliance with NACHA Rules**

You agree to be bound by and to comply with the rules of the NACHA as they may change from time to time for all bill payment entries whether or not the entry is sent through the Automated Clearing House (ACH) Network. We will make the rules available to you upon request.

**G. Payment Methods**

The Service reserves the right to select the method by which it will remit funds on your behalf to your Biller. These payment methods may include, but are not limited to, an electronic payment, an electronic to check payment, or a laser draft payment. With respect to laser draft payments, funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to us for payment.

**H. Canceling Online Payments**

After a payment request is transmitted using Anytime Banking, you may cancel a payment (if, for example, a payment date or a payment amount is incorrect) by following the instructions set forth in the application. A canceled payment is not a “Stop Payment” as defined in the Deposit Agreement and Disclosure.

**I. Stopping Payments on Regular and Recurring Payments**

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

**J. Cancellation of Bill Pay Services.**

Embassy Bank reserves the right to terminate the Bill Payment Service in whole or part, at any time without prior notice. Please note that your bill payment information will be lost if your service is terminated or otherwise disconnected and you must make alternative arrangements to pay your bill.

If, for any reason, you should wish to cancel your Bill Payment Service, we strongly suggest that you cancel all future scheduled bill payments at the same time that you cancel your Service, either by deleting those payments yourself through Anytime Banking Services or by calling Embassy Bank at 610-882-8800 during Business Hours on a Business Day. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Bill Payment Service has been terminated.

**K. Failed or Returned Transactions**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are

insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and
- The Service is authorized to report the facts concerning the return to any credit reporting agency.

#### **L. Biller Limitation**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

#### **M. Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

#### **N. Bill Delivery and Presentment**

The Service also allows for the presentment of electronic bills. If you elect to activate one of the Service's electronic bill options, you expressly agree to the following:

- *Information provided to the Biller* - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.
- *Activation* - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- *Authorization to obtain bill data* - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- *Notification* - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive

notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

- *Cancellation of electronic bill notification* - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- *Non-Delivery of electronic bill(s)* - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- *Accuracy and dispute of electronic bill* - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### **O. Bill Pay Fees**

The Bank reserves the right to assess a monthly fee for Anytime Banking Bill Payment Service, which includes the first twenty (20) payment transactions, as well as per item transaction fees for each payment thereafter. This fee covers your monthly Bill Payment Service privileges. This fee covers service for the previous month and is effective upon enrollment. If assessed, the monthly fee will be charged to your Payment Account, whether or not bill payments are made out of any account linked to your Anytime Banking Bill Payment Services.

Additionally, you agree to pay any special charges in effect as announced by the Bank from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings, or overdraft protection account agreements (for example, overdraft charges or stop payment fees on your checking account).

If the payment account has insufficient funds to cover fees, the Bank will deduct the fee from any other checking account maintained at the Bank (in any order we may choose). If the fee cannot be paid, we may cancel your Bill Payment Service. After cancellation, your Bill Payment Service may be reinstated by contacting Embassy Bank at 610-882-8800, once sufficient funds are available in your payment account to cover the Bill Payment Service fees and any other pending transfers or debits.

#### **VI. Mobile Deposit**

##### **A. Use of the Service**

Following acceptance of your enrollment form and the Bank's approval of your use of the Mobile Deposit Service, you shall be authorized to deposit to your designated account with us (the "Deposit Account"), via the transmission of a digital image from your mobile device, original paper checks made payable to you and satisfying the other requirements for such checks described in this Access Agreement. Checks that are eligible for deposit through this Service are sometimes referred to in this Access Agreement as "items". Until further notice, the Service shall be provided for items received for personal, family or household purposes that are being deposited into your Deposit Account at the Bank.

You agree to comply with the hardware and software requirements provided in the User Documentation.

You agree to only submit one check for deposit at a time. You may submit additional checks for deposit consecutively up to the daily deposit limits set forth below. Upon receipt of the digital image, we will review the image for conformity with the requirements described in this Access Agreement. You understand and agree that receipt of an image does not occur until we post the deposit to your Deposit Account. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image is free from errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image.

Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Deposit Account. You understand that you shall receive provisional credit for any amount credited to your Deposit Account for items deposited using the Service until such funds are made available in accordance with the terms of this Access Agreement. You should monitor your Deposit Account to confirm when a deposit has been made available for withdrawal.

You agree to indemnify us against any loss we suffer due to our acceptance of the remotely deposited check. In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

#### **B. Access to Service**

To access this Service, you must have a mobile device that supports the Service, including all hardware, software and other technology necessary to access the Service (collectively, the “Access Systems”). You are solely responsible for installing, maintaining, securing and supporting all such Access Systems. You must provide us with a valid Internet email address at the time of enrollment.

We are not responsible for any error or failures from any malfunction of any Access Systems, and we are not responsible for any computer virus or related problems that may be associated with the access to or use of the Service. We do not guarantee that the Service will be compatible with all computer systems and Internet browsers, routers or firewalls. Further, we do not and cannot control the flow of data to or from our network, our service provider’s networks or other portions of the Internet. Accordingly, we cannot guarantee that your connection to the Internet or access to the Service will not be impaired or disrupted, and we hereby disclaim any and all liability resulting from or related to such events.

#### **C. Accountholder’s Warranties**

As a condition to utilizing this Service, you represent and warrant to us and agree that:

- Each image of a check transmitted to us utilizing the Service is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item deposited (either the original check, or a paper or electronic representation of the original check) such that the person will be asked to make payment based on a check it has already paid.



- Other than the digital image of an original check that you remotely deposit through our Service, there are no other duplicate images of the original check.
- Each original check deposited remotely through our Service was authorized by the drawer in the amount and to the payee stated on the original check.
- The original check is made payable to you and you are authorized to endorse such check and deposit such check into your Deposit Account.
- The information you provided in your enrollment is true and correct and, in the event any such information changes, you will immediately notify us of the change.
- You will immediately notify us should any representation, warranty or agreement made by you to us in this Agreement becomes untrue or incorrect.
- You have possession of each original check deposited using the Service and will destroy it within the time frame set forth in this Access Agreement, and no party will submit the original check for payment.
- Files and images transmitted to us will be free from viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- You are in compliance with all of your obligations under this Access Agreement.

#### **D. Check Requirements**

Each image of a check that you transmit to us for deposit utilizing this Service must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to transmitting the original check, you must endorse the back of the original check. Your endorsement must include the following information: The words “For eDeposit only at Embassy Bank,” the account number to which the check is being deposited, the current day’s date of deposit (mm/dd/yyyy) and your endorsement. The scanned image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

#### **E. Processing of Items**

Items transmitted by you are processed as described under the Use of the Services section. Items received by us by 4:00 p.m., Eastern Time, on a Business Day, shall be provisionally credited to your Account on the same Business Day. Items received by us after 4:00 p.m., Eastern Time, on a Business Day shall be provisionally credited to your Account on the next Business Day.

#### **F. Funds Availability**

You understand and agree that, for purposes of deposits made using this Service, the place of deposit is Bethlehem, Pennsylvania. You agree that items transmitted using the Service shall not be subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after we receive final payment for the items submitted. We may make such funds available to you sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant.

Upon acceptance of the item, we shall grant your Deposit Account Provisional Credit (as defined below) for the total amount of the accepted item. As used in this Access Agreement, “Provisional Credit” means that the credit is made to your Deposit Account subject to final payment of the items and subject to the terms of the Deposit Agreement and Disclosure. We may reverse any Provisional Credit to your Deposit Account of a check that is lost, stolen or returned.

You agree to indemnify and hold harmless the Bank from any loss the Bank may incur as a result of the Bank lawfully reversing a Provisional Credit to your Deposit Account. You and Bank agree that Subpart B of Reg CC and Bank's Funds Availability Policy do not apply to items deposited using this Service.

**G. Rejection of Deposit**

Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item transmitted to us for deposit into your Deposit Account utilizing this Service. We will notify you of any items that are rejected no later than the next Business Day following the rejection. We shall not be liable for any service fees, late charges or other charges levied against you due to our rejection of any item. In all cases, you shall be responsible for any loss resulting from, or overdraft fees charged to your Deposit Account as a result of, an item being rejected for deposit.

**H. Items Returned Unpaid**

If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the item was originally deposited to and you will be assessed a fee in the amount shown on our then-current Fee Schedule for a returned deposit item. If there are not sufficient funds in the subject account to cover the amount of the dishonored, rejected or otherwise returned item, the account will be overdrawn and you will be responsible for payment of overdraft charges. You agree that we may debit any account maintained by you at the Bank in order to obtain payment of your obligations under this Access Agreement.

**I. Unavailability of Service**

You understand and agree that this Service may at times be temporarily unavailable due to system maintenance or technical difficulties, including those of our third party service providers, an Internet service provider or Internet software. In the event that the Service is unavailable, you acknowledge that you can deposit an original check at one of our branches, through one of our automated teller machines (ATMs), or by mailing the original check to us at Embassy Bank, P.O. Box 20405, Lehigh Valley, PA 18003-9609. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by us.

**J. Storage of Original Checks**

In order to prevent duplicate presentment, you must securely store each original check. You understand this means the original check(s) must be accessible only by you. You shall destroy the original check within 60 days of deposit. You understand and agree that you are responsible for any loss incurred by you or the Bank resulting from your failure to securely store and/or destroy the original checks.

**K. Periodic Statement**

Any deposit made through this Service will be reflected on your monthly Deposit Account statement. You understand and agree that you are required to notify us of any error relating to items processed by us utilizing the Service no later than sixty (60) days after you receive the monthly periodic statement or notice of statement availability that includes any transaction you allege is erroneous. You shall be solely responsible for any errors that you fail to bring to our attention within such time period.

**L. Limitations on Dollar Amount**

Consumer Accounts – You understand and agree that the maximum amount of any single check deposited into a **consumer** account utilizing this Service, and all checks deposited utilizing the Service, in any single Business Day shall not exceed the following limitations:

Maximum Dollar Amount per Deposit: \$2,500.00  
Maximum Dollar Amount per Day: \$2,500.00

Business Accounts – You understand and agree that the maximum amount of any single check deposited into a **business** account utilizing this Service, and all checks deposited utilizing the Service, in any single Business Day shall not exceed the following limitations:

Maximum Dollar Amount per Deposit: \$5,000.00  
Maximum Dollar Amount per Day: \$5,000.00

You acknowledge and agree that the foregoing limitations are intended solely for the protection of the Bank and, as such, the Bank may, in its sole and absolute discretion and without prior notice to you, waive the foregoing limitations at any time and from time to time. The Bank shall not be liable to you for any loss resulting from the Bank waiving such limitations.

**M. Acceptable and Unacceptable Deposits**

You understand and agree that, until further written notice, you are permitted to deposit utilizing this Service only checks received for personal, family or household purposes, made payable to you, and otherwise complying with the other requirements set forth in this Agreement.

Until further written notice, you are not permitted to deposit any other checks or items utilizing the Service, including, but not limited to, the following:

- Checks payable to any person other than yourself;
- Checks payable to two (2) or more persons not alternatively, unless deposited into an account owned by all payees;
- For a consumer account, checks payable to a business, organization, or estate;
- For a business account, checks payable to a business, organization, or estate; other than your own business
- Checks payable to "Cash" or "Embassy Bank";
- Third party checks;
- Checks that are incomplete;
- Demand drafts or remotely created checks;
- Substitute checks;
- Photocopies of checks;
- Checks that require authorization;
- Checks with inconsistent numerical and written dollar amounts;
- Checks that are not dated;
- Checks that are not signed;
- Checks that are stale-dated;
- Checks that are more than six (6) months old;
- Checks that are post-dated;
- Checks containing an obvious alteration to any of the fields on the front of the check;
- Checks that are fraudulent or not properly authorized;
- Checks not payable in United States currency;

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- Checks issued by a financial institution located outside the United States;
- Checks transmitted from an OFAC-restricted country;
- Checks drawn or otherwise issued by you or any other party on any of your accounts with us;
- Consumer loan advances, or credit card cash advance checks;
- Money orders or travelers checks;
- Starter or counter checks;
- Amex Gift Cheques;
- Savings bonds;
- Registered government warrants;
- Insurance drafts;
- Rebate checks;
- Non-negotiable items;
- Deposits to IRA, HSA, or Certificate of Deposit accounts;
- Deposits to trust accounts, representative payee accounts, estate accounts or other accounts with similar custodial arrangements;
- Checks that exceed the deposit limit(s) that are established for the Service;
- Checks previously submitted for deposit;
- Checks that have previously been returned unpaid for any reason;
- Checks purporting to be a lottery or prize winning;
- Checks from the sale of merchandise online; or
- Checks for payment of “secret shopper services”.

### **VII. Popmoney Personal Payments Service**

#### **A. Definitions**

For purposes of this Section VI, the following terms shall have the meanings set forth below.

- “ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- “Eligible Transaction Account” is a transaction account maintained with Embassy Bank from which your payments will be debited, your Popmoney Services fees will be automatically debited, or to which payments and credits to you will be credited. An Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- “Payment Instruction” is the information provided by the Sender to the Popmoney Service for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).
- “Payment Network” means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- “Popmoney Request” means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.
- “Receiver” is a person or business entity that is sent a Payment Instruction through the Service.
- “Requestor” is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.
- “Sender” is a person or business entity that sends a Payment Instruction through the Service.

#### **B. Use of the Service**

The Popmoney Service offered through our online banking site or mobile applications (the “Site”) enables you: (i) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (ii) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars (or in gift card value, if applicable). Although the ACH Network is often used to execute Popmoney Service Payment Instructions for

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the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through [www.Popmoney.com](http://www.Popmoney.com) (the “Popmoney Website”) and if you choose to initiate or receive a payment at the Popmoney Website, you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

### **C. Eligibility**

The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an

Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

### **D. Payment Authorization and Payment Remittance**

By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers.

You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
- The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
- The payment is refused as described in Section VII.L. below;
- You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone

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- number of the Receiver to whom you are initiating a Payment Instruction; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

### **E. Initiation of Payment Instructions**

You may initiate (i) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately; (ii) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year; and (iii) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in one of two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website, and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a “Two-Step Transfer”). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution’s website or mobile application to complete the Payment Instruction and receive the payment.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver’s Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver’s Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver’s Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account), or receipt of a gift card, if applicable, may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information, or, in the case of a gift card, if applicable, a valid U.S. street address for gift cards that are physically delivered. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account or the delivery of a gift card, if applicable.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver

providing us with such information shall be subject to the provisions of Section VII.G., below.

#### **F. Receiving Payments**

If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website. Or, as applicable, if another person wants to send you a gift card using the Service, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the Service and makes available the purchase of gift cards through the Service.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive gift cards or Popmoney Requests, each as applicable, from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the Sender, because there were not sufficient funds in the Sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (i) the applicable service fee will be deducted from payments received by you from a Sender(s); and (ii) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

#### **G. Payment Methods and Amounts**

There are limits on the amount of money or gift card value you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method by which we will remit funds on your behalf, and the method by which we will return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

#### **H. Payment Cancellation, Stop Payment Requests and Refused Payment**

Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee

## *ANYTIME BANKING ACCESS AGREEMENT*

schedule or as disclosed through the Site. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

### **I. Your Liability for Unauthorized Transfers**

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

### **J. Mobile Phone Users**

Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

### **K. Service Fees and Additional Charges**

You understand and agree that you are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT**, except for those fees that are specifically use-based, such as Request Money, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **L. Failed or Returned Payment Instructions**

In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may not be completed. In some instances, you will receive a return notice from us.



In each such case, you agree that:

- You will reimburse us immediately upon demand the amount of the Payment Instruction if we have delivered the payment to the Receiver but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;
- For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
- You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and
- We are authorized to report the facts concerning the return to any credit reporting agency.

#### **M. Refused Payments**

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

#### **N. Returned Payments**

In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

#### **O. Intellectual Property**

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

### **VIII. General Conditions**

#### **A. Payment Account (Checking Account)**

You must designate a checking account for selected Services, such as Bill Payment and Mobile Deposit. That account is referred to in this Section VIII as the “Payment Account”. You agree to pay promptly all fees and charges for Services provided under this Access Agreement, and authorize us to charge the Payment Account or any other account

maintained at the Bank for fees and any overdrafts. You hereby grant the Bank a security interest in your accounts maintained at the Bank to secure the payment of all fees and overdrafts.

If you close the Payment Account, you must immediately notify the Bank and identify a new Payment Account for the selected Services. Additionally, if you close all Bank accounts, you must immediately cancel all your Anytime Banking Services.

**B. Maintenance of Account Balances**

The Bank operates in both real time mode (upon receipt) and batch mode (at certain scheduled times) depending upon timing, scheduling, and method of receiving and posting transactions. Transfers and bill payments occur in real time. Some batch transactions such as Automated Clearing House (ACH) debit and credit transactions are posted to your account at various times throughout the Business Day. From time to time during any Business Day, the Bank may transmit or receive a balance file, which debits or credits your account. Transactions, which may be authorized online such as ATM and point of sale transactions, may also be posted to your account in real time mode. It is your responsibility to see that you have sufficient collected funds in your accounts throughout each day to cover all debits to each account. If there are insufficient funds, you may receive a message in your Mailbox indicating that a transaction will not be processed.

**C. Overdrafts and Order of Payments**

If your account has insufficient funds at the time the Bank performs any fund transfer (including checks, ATM withdrawals, pre-authorized transactions, Anytime Banking transfers and bill payments, etc.) that you have requested for a given Business Day, then:

1. Pre-authorized overdraft privileges will be exercised including transfers from checking, savings, or business line of credit, but only to the extent authorized;
2. If your account still lacks sufficient collected funds, we may, in our sole discretion, give certain electronic funds transfers involving currency disbursement, like ATM withdrawals, priority; and
3. If your account still lacks sufficient collected funds, we may allow the electronic funds transfers initiated through Anytime Banking to be completed resulting in an overdraft of your account, or we may choose not to process certain transactions.

If you have a scheduled payment that results in an insufficient funds return, the scheduled payment will not be processed, and no attempt will be made to retry processing the payment. Your next scheduled payment will not be affected. You are responsible for making any scheduled payments, and paying any related charges or penalties, if the Bank is unable to make your payment due to insufficient funds.

The Bank reserves the right, in its sole discretion, to refuse to process any item or any transaction which will result in an overdraft of your account, with the limited exception for accounts with preauthorized overdraft privileges. In addition, the Bank may choose to close your account. In all events, you will be charged the insufficient funds charges that apply to your account.

**D. Account Cancellation**

If you wish to cancel any of the Anytime Banking Services, please contact Embassy Bank using Mailbox Services. You may also telephone Embassy Bank at 610-882-8800. Alternatively, you can send cancellation instructions in writing to Embassy Bank, P.O. Box 20405, Lehigh Valley, PA 18003-9609. You will remain responsible, however, for any transactions then in process and for any fees or overdrafts due up to the point of cancellation, as deemed completed by the Bank.

**E. Disclosure of Account Information to Third Parties**

Please refer to our Digital Privacy Policy, available on-line through Anytime Banking or our website [www.Embassybank.com](http://www.Embassybank.com).

**F. Questions or Error Correction on Anytime Banking Services Transactions**

In case of questions or errors about funds transfers through Anytime Banking involving your account, please contact Embassy Bank through one of the following methods: using Mailbox Services; a fax to Embassy Bank at 610-691-5600, Attention: Anytime Banking Help Desk; or calling the Bank at 610-882-8800 or 1-866-897-0131 during Business Hours.

Contact us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving your Bank accounts or records; (c) a breach in the confidentiality of the security procedures; or (d) other problems related to the Services. You must send us a written notice of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive information or account statements from us reflecting the problem, whichever occurs first). The provisions of this section shall survive termination of all Services.

**G. Monthly Fees**

You agree to pay any special charges in effect as announced by the Bank from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings or overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account).

If the Payment Account has insufficient funds to cover fees, the Bank will deduct the fee from any other checking account (in any order we may choose). If the fee cannot be paid, we may cancel your Service. After cancellation, your Service may be reinstated at the Bank's discretion by contacting the Bank once sufficient funds are available in your Payment Account to cover the fees and any other pending transfers or debits.

**H. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Access Agreement. However, when changes are made, we will notify you online, or send a notice to you at the address shown on our records, or send you an electronic mail message using the Mailbox Services. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions or other change, unless an immediate change is necessary to maintain the security of the system or prevent a loss to you or the Bank. If such a change is made, and it can be disclosed without jeopardizing the security of the system or preventing a loss to you or the Bank, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or Services to which these changes relate. Your continued use of the Service following receipt of notice of a change shall be deemed your acceptance to the change. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Deposit Agreement and Disclosure govern changes to fees applicable to specific accounts.

**I. Stop Payments**

You may place stop payment orders respecting items drawn on or electronic transactions affecting your accounts by using Mailbox Services; faxing to Embassy Bank at 610-691-5600; or telephone the Bank at 610-882-8800 or 1-866-897-0131 during Business Hours. You may also write to Embassy Bank for the Lehigh Valley at P.O. Box 20405, Lehigh Valley, PA 18003-9609. You agree to follow the procedures set forth in the Deposit Account Terms & Conditions and Disclosures. The following information is required to be accurately

provided to us as a condition to effecting a stop payment order: (a) the number of the account against which the item is drawn; (b) date of the item; (c) item number; and (d) exact amount (dollars and cents) of the item. Accuracy is essential since computers operating on the basis of precise data process stop payment orders. If any of the required information is incomplete or incorrect, we will not be responsible for failing to effectuate the order. Stop payment requests, which cover a range of checks that are missing or stolen, may be processed without regard to dollar amount. A stop payment order becomes effective when we confirm its receipt and have verified that the item or transaction has not been paid. We will not be able to verify this immediately for items paid more than 60 days prior to your request. An oral stop payment notice expires after fourteen (14) days unless confirmed in writing within that time. Stop payment orders are in effect for six months. From time to time, the online system may be inoperable. If that occurs, you may transmit stop payment orders by telephone instruction. You are advised that under applicable state law, stopping payment on a check may not relieve you of your obligation to pay the check.

#### **J. Service Changes and Additions**

You may request at any time to change the processing instructions for any Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon your request. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designated. Changes are subject to our approval. Bank may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

#### **K. Additional Cash Management Services**

When you enroll in Anytime Banking, you will have the opportunity to request Automated Clearing House (ACH) and Online Wire Transfer services. Access to any such service is subject to the prior written approval of your request by the Bank. You will receive a supplemental agreement, disclosures and schedule requirements, if the Bank elects, in its sole and absolute discretion, to make such services available to you.

#### **L. Confidentiality**

You acknowledge our claim to proprietary rights in all materials we may provide to you to access any Anytime Banking Service subject to this Access Agreement (“Materials”) and that the Materials constitute our “trade secrets” or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

- Safeguard the Materials at all times;
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code assigned to or used by you;
- Use the Materials only for the purposes for which we provide them; and
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials;
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section; or
- Translate, reverse engineer, disassemble or de-compile any Software or security devices.

These confidentiality obligations continue after each Service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this access Agreement or to have access to any Materials without proper supervision and strict security procedures. We will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User Documentation.

**M. Cutoff Hours**

A number of our Services are subject to processing cutoff hours on a Business Day. You can obtain information on our current cutoff hours by contacting our office. Instructions received after a cutoff hour or on a day other than a Business Day may be deemed received as of the next Business Day.

**N. Unauthorized Transactions on Your Embassy Bank Accounts**

Notify us immediately if you believe another person has improperly obtained your, your Account Administrator or your Authorized User's Sign-On ID or Password, or if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). **To notify us, call Embassy Bank at once at 610-882-8800 during Business Hours on a Business Day or call us toll free at 1-866-897-0131.**

**O. Facsimile Signatures**

Many businesses use a facsimile signature as a convenient method for signing checks, documents and other items. If you are a commercial customer and choose to use a facsimile signature, you must provide us with a specimen facsimile signature of each person authorized to do so. You are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles the signature of an authorized person. If you choose to use a facsimile signature, you are responsible even if you have not presented us with a specimen facsimile signature or if the size, color, or style of the facsimile signature, regardless of the size, color, or style of the check, is different from that of the facsimile signature you typically use. We may pay the withdrawal and may charge your account for it. You agree to compensate us for all losses, claims, damages, or expenses, including reasonable attorney's fees that result from our payment of a withdrawal bearing a facsimile that resembles your signature or a facsimile that we believe you authorized.

**P. Integration of Agreements**

This Access Agreement will be controlling in the event of any conflict between it and any relevant Deposit Account Terms & Conditions, Signature Card, Administrator's Training Guide, User Documentation, Materials, and any other document or written or oral statement. Bank shall provide access to current User Documentation either online or in hard-copy format. This Agreement supersedes all prior agreements and understandings, oral or written, between you and us relating to any service (excluding the current Deposit Account Terms & Conditions and Disclosures and excluding any security procedure and software license agreement previously agreed upon unless we notify you otherwise in writing). The terms and conditions of this Access Agreement are in addition to the terms and conditions of any credit agreement you may have with us. If you elect to receive other services from us, the terms and conditions for such services shall be incorporated herein by this reference.

This Access Agreement is binding upon each of our respective successors and assigns. You may not assign any of your rights or duties described in this Access Agreement without our prior written consent. This Access Agreement is not for the benefit of any other person, and no other person has any right under this Access Agreement against you or us. Except as expressly provided herein, nothing contained in this Access Agreement creates any agency, fiduciary, joint venture or partnership relationship between you and us. We are responsible only for performing the Services expressly provided for in this Access Agreement or by subsequent agreement between us. We may contract with an outside vendor in providing any Anytime Banking Service.

If any provision of this Access Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Access Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void and unenforceable to the fullest extent permitted by law, shall remain in full force and effect.

No delay or failure to exercise any right or remedy under this Access Agreement shall be deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Access Agreement is a waiver of any other breach or default. Any waiver under this Access Agreement must be in writing.

#### **Q. Information Processing and Reporting**

We may offer you a number of services, which require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information, which you or others provide to us. We shall be protected in acting on any oral or written request believed in good faith to be genuine and to have been made by you, your Account Administrator or any Authorized User. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Access Agreement and any operating procedures. Unless we agree otherwise in writing, we will not be required, by means of any security procedures or otherwise, to detect errors in the transmission or content of any information we receive from you or third parties.

You assume the sole responsibility for providing Bank with complete and accurate information in the format that Bank requires. Bank shall not be responsible for confirming such information or for monitoring or refusing to process duplicate instructions received from your or your agents. For example, if you deliver to Bank a wire transfer instruction that is incorrect in any way, you agree that Bank may charge your Activated Account for payment whether or not the error could have been detected by Bank. Bank shall not be obligated to detect errors in your transfer or payment instructions.

You must accurately describe the transaction beneficiaries, intermediary financial institutions, and the beneficiaries' financial institution and transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, Bank and other institutions may process the transactions solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

You acknowledge that it is not possible for our Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

#### **R. Limitation of Liability; Warranties**

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE OR SITE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER

REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED HEREIN WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED AND THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS), UNLESS YOU ARE A CONSUMER (AS DEFINED IN REGULATION E, 12 C.F.R. PART 205), IN WHICH CASE YOUR LIABILITY IS AS SET FORTH IN THE DOCUMENT ENTITLED "ELECTRONIC FUND TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES," A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

Without limiting the generality of the foregoing, Embassy Bank will not be liable for loss or damage of any kind if we do not complete a transfer to or from any Activated Account on time or in the correct amount if:

- Through no fault of ours, you do not have enough money in your account to make a transfer.
- A legal order directs us to prohibit withdrawals from the account.
- Your account is closed or if it has been frozen.
- The transfer would cause your balance to exceed the credit limit for any credit arrangement set up to cover overdrafts.
- You, or anyone you allow or acting on your behalf, commits any fraud or violates any law or regulation.
- Any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- You have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the Biller on a bill payment.
- You did not authorize payment early enough for the payment to be scheduled, transmitted, received and credited by your Biller's Due Date.
- The Bank made timely payment, but your Biller did not properly credit our payment after receipt.
- You have not properly followed the instructions for using Anytime Banking Services.

- The transfer or payment could not be made or completed due to system unavailability.
- Circumstances beyond our control (such as fire, communications failures, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes or labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds transfer system rule, guideline, policy or regulation; or (h) our inability to confirm to our satisfaction the authority of any person to act on your behalf.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability, and (b) your agreement to review statements and notices promptly and to notify us immediately of any discrepancies or problems.

Bank warrants that the Services shall be performed in a professional manner consistent with banking industry standards. THE WEBSITE AND SERVICES AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

This Section VIII.R. shall survive the termination of all Services.

#### **S. Limitations on Use and Access**

Unless you have our prior written consent, you may not: (i) permit a third party to use any Service on your behalf; or (ii) use any Services to process transactions on behalf of others.

#### **T. Protection from Third Parties**

You will indemnify and defend us against and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney’s fees) arising out of or relating to disputes or legal actions by parties other than you and us concerning a Service. The obligations contained in the preceding sentence will continue after a Service has been terminated. This section does not apply to any cost or damage incurred by a third party which is attributable to our negligence or intentional misconduct and for which we are legally responsible.

#### **U. Representations and Warranties**

On and as of each day we provide any Service to you, you represent and warrant to us that: your entering into this Access Agreement has been duly authorized and the Access Agreement constitutes a legal, valid, binding and enforceable obligation against you; the debiting or crediting of any Activated Account is not inconsistent with any restriction on the use of that account; all approvals and authorization required to permit the execution and delivery of this Agreement and any supplementary materials and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each Service we provide you, have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds to or from



and to access information from such party's account; and your performance of your obligations will not violate any rule, law, regulation, judgment, decree or order applicable to you, your accounts or this Access Agreement.

#### **V. Software License**

This section applies to all software (“Software”) we provide you under this Access Agreement, unless we provide you a separate license agreement for specific Software, in which event that specific license agreement shall apply.

For each Software application we provide you for one or more Anytime Banking Services, we grant you a non-exclusive, non-transferable license for the use of that Software and its related materials. No such license grants you any rights to any patents, trademarks or trade names.

You may not sublicense, lease, distribute or otherwise transfer a Software application, the related materials or your right to use the Software and related materials.

You may not make, or allow anyone else to make, copies of the Software or related materials, beyond one copy for backup and archival purposes, except as we may otherwise agree in writing. You may not remove, obscure or deface any proprietary notices contained in the Software or related Materials, and you must include such notices in any permitted copy of the Software.

You may not alter, modify or adapt any Software or related materials or create derivative works from them. You may not translate, reverse engineer, disassemble or de-compile the Software.

A license to Software and related materials will terminate automatically if you fail to comply with the terms of the license or any other material provision in this Access Agreement or if the Anytime Banking Services for which you are using the Software are terminated. Upon termination of a license granted you in this Access Agreement, you must cease using the Software and related materials and, at our election, return or destroy all copies of the Software you may have in your possession or under your control, and certify to us that you have done so. All your obligations herein will survive termination of any licenses.

#### **W. Termination**

Embassy Bank reserves the right to terminate this Access Agreement and your access to any of the Anytime Banking Services, in whole or in part, at any time without prior notice.

We may terminate the Services immediately if we have reason to believe: (i) you have breached any agreement with us; (ii) the confidentiality of the security procedures has been compromised; (iii) an unauthorized transaction has taken or may take place involving your account or a Service; (iv) you have become insolvent or the subject of a bankruptcy or dissolution proceeding; (v) you have made any assignment for the benefit of creditors; (vi) you have failed generally to pay your debts as they become due; (vii) your payment account have been overdrawn; (viii) a material adverse change has occurred in your financial condition; (ix) you closed your payment account; (x) you have not used your Anytime Banking Services for a one (1) year period, or (xi) there is uncertainty as to any person’s authority to give us instructions regarding your accounts or the Services.

You or we may terminate some or all of the Services governed by this Access Agreement, with or without cause, by giving thirty days prior notice to the other party.

If a Service you are using is terminated for any reason, you will do the following: (i) immediately stop using any materials relating to the terminated Service; (ii) erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and (iii) at our option, either return to us or destroy all Materials relating to the terminated service.

These obligations will continue after a Service you are using has been terminated. Termination of a Service does not affect your payment obligations for Services provided to you before the Service is terminated or any other obligation, which survive termination.

#### **X. System Unavailability**

A Service may be unavailable at certain times for the following reasons:

- *Scheduled Maintenance.* There will necessarily be periods when systems require maintenance or upgrades. These will typically occur from 3:00 a.m. to 7:00 a.m. EST.
- *Unscheduled Maintenance.* A Service may be unavailable when unforeseen maintenance is necessary.
- *System Outages.* Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service or electrical outages, may render access to a Service unavailable.

The Bank will make all reasonable efforts to ensure the availability of the affected Service. However, the Bank is in no way liable for the unavailability of a Service or any incidental, special or consequential damages that may result.

#### **Y. Security**

The Bank will take reasonable steps in connection with the services to ensure the security and confidentiality of your financial records and transactions under the services. Such steps may include, without limitation, creating security firewalls in its computer systems to protect against access by any unauthorized person and implementing other commercially reasonable security techniques. Further information can be obtained in our Access Security Agreement available through Anytime Banking or on our Web site at [www.embassybank.com](http://www.embassybank.com). At all times you agree to comply with all security procedures the Bank may impose from time to time in connection with your use of the Services. You agree the security techniques used by the Bank, its affiliates and agents in connection with the Services are commercially reasonable security procedures and, as a result, you assume all risk of loss for unauthorized transactions where the Bank has followed its then current security procedures.

#### **Z. Information Authorization**

Your enrollment in the Services will not be accepted if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we and our Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau.

#### **AA. Links and Frames**

Links to other websites may be provided on the websites through which our Services are offered. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to our website. For example, if you “click” on a banner advertisement or a search result, your “click” may direct you away from our website. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the website may send cookies to users that we do not control. You may link to the home page of our websites. However, you may not link to other pages of our websites without our express written permission. You also may not “frame” material on our websites without our express written permission. We reserve the right to disable links from any third party sites to our websites.

**BB. Intellectual Property**

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

**CC. Waiver of Jury Trial**

Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates or any intended third party beneficiary arising under or relating to this Agreement.

**DD. Waiver of Class Action Claims**

Both parties agree to waive any right to assert any dispute or claim against the other party or any intended third party beneficiary arising under or relating to this Agreement as a class action.

**EE. Arbitration**

Both parties agree to resolve any dispute or claim between the parties or any of their respective affiliates or any Service Provider or other intended third party beneficiary arising under or relating to this Agreement through binding arbitration. Both parties stipulate and agree that this Agreement evidences a transaction in interstate commerce, and that the Federal Arbitration Act applies. The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. The only exceptions to this arbitration agreement are as follows: (i) we and you expressly agree that under no circumstances shall any dispute or claim arising under or relating to this Agreement be subject to arbitration on a classwide or collective basis. Only the disputes or claims of individual parties may be arbitrated. (ii) We or you may, at the option of the claiming party, pursue any claim in small claims court instead of arbitration, provided that the claim must not exceed \$5,000 or the jurisdictional limit of the small claims court, whichever is less; and the small claims court must otherwise have jurisdiction of the claim and the parties.

**FF. Arbitration Procedure**

You or we may commence arbitration, at the claiming party’s election, administered either by JAMS (formerly known as “Judicial Arbitration and Mediation Services”), or the American Arbitration Association (“AAA”). The arbitration shall take place before a single arbitrator, selected pursuant to the selection procedures in the applicable commercial or consumer arbitration rules of the administrator (JAMS or AAA). The JAMS or AAA rules, shall apply subject only to the following exceptions and modifications.

If you are a consumer, you may, if you wish, commence arbitration pursuant either to (i) the AAA Consumer Arbitration Procedures, or (ii) the JAMS “minimum standards” for consumer arbitration. In all such consumer

arbitrations we will pay the balance of the applicable arbitration administrative fee to the extent required by the JAMS or AAA procedures or standards you have chosen.

You or we (whoever is the party commencing the arbitration) may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If the claiming party selects non-appearance-based arbitration, the parties agree that the following rules shall apply: (i) the arbitration may be conducted telephonically, and/or online, or be based solely on written submissions, at the election of the party commencing the arbitration; (ii) the arbitration shall not require any travel or personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) discovery shall not be permitted.

When we or you (whoever is the party commencing arbitration) do not select non-appearance-based procedures, the parties agree that there shall be no discovery except whatever discovery the arbitrator determines is necessary for fair resolution of the claim or dispute.

Neither we nor you shall seek any award of attorney's fees, including an award of fees from any Service Provider or other intended third party beneficiary of this Agreement, in any arbitration claim arising under or relating to this Agreement, except that the arbitrator may award attorney's fees when (and only to the extent that) the applicable law requires an award of attorney's fees to the prevailing party.

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

**GG. Law and Forum for Disputes**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us (other than those which are arbitrated under Section VIII.FF. above) must be resolved by a court located in Lehigh County, Pennsylvania. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes.

## **APPENDIX A**

### **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

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**THIS ELECTRONIC FUNDS TRANSFER DISCLOSURE ONLY APPLIES TO PERSONAL ACCOUNTS AND DOES NOT IN ANYWAY APPLY TO BUSINESS ACCOUNTS OR ACCOUNTS USED FOR BUSINESS PURPOSES.**

#### **YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Funds Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic funds transfer between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic fund transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.
- **Electronic returned check charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Telephone Banking Telephone Transfers - types of transfers -** You may access your account by telephone 24 hours, 7 days a week at 1-866-227-7360 using your personal identification number, a touch tone phone, your account numbers and your social security number to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about:

- the account balance of checking accounts
- the current and past month's deposits to checking accounts
- the current and past month's withdrawals from checking accounts
- the account balance of savings accounts
- the current and past month's deposits to savings accounts
- the current and past month's withdrawals from savings accounts
- the account balance of time deposits and loans

**ATM Transfers - MasterCard (debit card only), Cirrus (debit card only), Star East, and Plus (ATM card only) Networks - types of transfers, frequency and dollar limitations** - You may access your account(s) by ATM using your ATM card and personal identification number or Passport  (debit card) and personal identification number, to:

- make deposits to checking account(s) with an ATM card
- make deposits to checking account(s) with a debit card
- make deposits to savings account(s) with an ATM card
- make deposits to savings account(s) with a debit card
- get cash withdrawals from checking account(s) with an ATM card
  - you may make no more than 15 withdrawals per calendar day
  - you may withdraw no more than \$300.00 per calendar day
- get cash withdrawals from checking account(s) with a debit card
  - you may make no more than 15 withdrawals per calendar day
  - you may withdraw no more than \$300.00 per calendar day
- get cash withdrawals from savings account(s) with an ATM card
  - you may make no more than 15 withdrawals per calendar day
  - you may withdraw no more than \$300.00 per calendar day
- get cash withdrawals from savings account(s) with a debit card
  - you may make no more than 15 withdrawals per calendar day
  - you may withdraw no more than \$300.00 per calendar day

Please note that the dollar and frequency limitations are per card not per account.

- transfer funds from savings to checking account(s) with an ATM card
- transfer funds from savings to checking account(s) with a debit card
- transfer funds from checking to savings account(s) with an ATM card
- transfer funds from checking to savings account(s) with a debit card
- transfer funds from line of credit to checking account(s) with an ATM card
- transfer funds from line of credit to checking account(s) with a debit card
- get information about:
  - the account balance of your checking account(s)
    - with an ATM card
    - with a debit card
  - the account balance of your savings accounts
    - with an ATM card
    - with a debit card

Some of these services may not be available at all terminals.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

**Types of ATM Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution.

**Point-of-Sale Transactions - frequency and dollar limitations** - Using your card:


- you may make no more than 15 transactions per calendar day
- you may not exceed \$1,500.00 in transactions per calendar day

**Types of Passport  Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that can be done with a credit card (that a participating merchant will accept with a credit card).

**Point-of-Sale Transactions - frequency and dollar limitations** - Using your card:


- you may make no more than 15 transactions per calendar day
- you may not exceed \$1,500.00 in transactions per calendar day

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Currency Conversion.** If you effect a transaction with you Passport  in a currency other than US Dollars, MasterCard International Incorporated will convert the charge into a US dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the conversion rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time by

MasterCard International. The currency conversion rate used by Master Card International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Please see your cardholder agreement for additional information relating to the use of your ATM/Passport .

**Computer Transfers – types of transfers and charges** – You may access your account(s) by computer through the Internet by logging onto our website at [www.embassybank.com](http://www.embassybank.com) and using your personal identification number and user identification number, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
  - please refer to our separate fee schedule for charges

- make payments from savings to loan account(s) with us
- get information about:
  - the account balance of checking account(s)
  - the last 30 days deposits to checking accounts
  - the last 30 days withdrawals from checking accounts
  - the account balance of savings account(s)
  - the last 30 days deposits to savings accounts
  - the last 30 days withdrawals from savings accounts
  - the account balance of time deposits and loans

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings and/or money market account to another account or to third parties by pre-authorized, automatic, Automated Clearing House (ACH), telephone or computer transfers or by check, draft, debit card, or similar order to third parties are limited to six (6) per statement cycle.
- For security reasons, there are other limits on the number of transfers you can make by ATM.
- For security reasons, there are other limits on the number of transfers you can make by debit card.

#### **Fees**

- We do not charge for direct deposits to any type of account.
  - We do not charge for preauthorized payments from any type of account.
- Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### **Documentation**

- **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 610-882-8800 to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking and savings accounts.

#### **Preauthorized Payments**

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
  - Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You may also write to us via the online banking system following the applicable guidelines.
  - Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose



instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Financial Institution's Liability**

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### **Confidentiality**

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

### **Unauthorized Transfers**

#### **(a) Consumer liability.**

• *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/ or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

### **MasterCard Debit Card. Additional Limits on Liability.**

You will not be liable for any unauthorized transactions using your MasterCard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

**Error Resolution Notice**

In Case of Errors or Questions about your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

EMBASSY BANK  
DEPOSIT OPERATIONS  
P.O. BOX 20405  
LEHIGH VALLEY, PENNSYLVANIA 18002-0405  
Business Days: Monday through Saturday  
Excluding Federal Holidays  
Phone: 610-882-8800  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

**Notice of ATM/Night Deposit Facility User Precautions**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transaction at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.

3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember; do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.