



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. This agreement is available to you on our site for future reference. You only need to “agree” with your initial viewing of the document and enrollment.

I. Introduction

II. Accessing Your Embassy Bank for the Lehigh Valley Accounts through Anytime Banking

- A. Requirements
- B. Electronic Mail (E-mail)
- C. Fees
- D. New Services
- E. Benefits of Using Anytime Banking

III. Terms and Conditions

- A. Your Online Password
- B. Payment Account
- C. Maintenance of Account Balances
- D. Our Liability
- E. Limitation of Liability
- F. Overdrafts: Order of Payments, Transfers, Other Withdrawals
- G. Hours of Accessibility
- H. Account Cancellation
- I. Stop Payments
- J. Service Changes and Additions
- K. Information Processing and Reporting
- L. Limitations on Use and Access
- M. Protection from Third Parties
- N. Representations and Warranties
- O. Termination
- P. System Unavailability
- Q. Security
- R. Additional Terms and Conditions



Anytime Banking Consumer Access Agreement

IV. Bill Payment Services

- A. Using the Service
- B. Bill Pay Fees

V. General Terms

- A. Changes to Charges, Fees or Other Terms
- B. Disclosure of Account Information
- C. Questions or Error Correction on Anytime Banking Transactions
- D. Other General Terms

VI. Protecting Your Account

- A. Preventing Misuse of Your Account
- B. Unauthorized Transactions in Your **Embassy Bank** Accounts

I. Introduction

This Online Access Agreement ("Access Agreement") for accessing your Embassy Bank for the Lehigh Valley accounts through Anytime Banking explains the terms and conditions governing the Online banking services and bill pay offered through Anytime Banking. By using the Anytime Banking Services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal law or regulation, by the laws of the State of Pennsylvania. The terms "we," "us," "our," "Embassy Bank," and "Bank" refer to Embassy Bank for the Lehigh Valley. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

Anytime Banking can be used to access Embassy Bank accounts. Each of your accounts at Embassy Bank is also governed by the applicable account disclosure statement (Deposit Agreement and Disclosure, and Electronic Funds Transfer Disclosure).

II. Accessing Your Embassy Bank Accounts through Anytime Banking

Embassy Bank for the Lehigh Valley
610-691-5000

Pg. 2 of 19
Last Revised 07/22/08



Anytime Banking Consumer Access Agreement

A. Requirements

To access your personal accounts through Anytime Banking, you must have an **Embassy Bank** account and an online Sign-On ID and Password.

B. Electronic Mail (E-mail)

The Bank does not consider public e-mail services secure. Sending messages through the Anytime Banking electronic mail box is a secure way to communicate with the Bank. Mailbox Services are provided free in order for you to direct questions about your account(s) to specific staff members and to provide general feedback. 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 account(s). For banking transactions, please use the appropriate functions within Anytime Banking, or through telephone banking at our toll free # 1-866-227-7360.

C. Fees

There are no monthly or transaction fees for accessing your account(s) through Anytime Banking or for Bill Pay options. (See Section IV for a description of Bill Pay). Please note that your online service provider may assess fees.

D. New Services

Embassy 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.

E. Benefits of Using Anytime Banking

With Anytime Banking, you can manage your personal accounts from your home or office on your personal computer. You can use Anytime Banking to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure, and Electronic Funds Transfer Disclosure.)
- Pay bills to any merchant, institution or individual.
- Communicate directly with Embassy Bank through E-mail.



Anytime Banking Consumer Access Agreement

III. Terms and Conditions

The first time you access your Embassy Bank accounts through Anytime Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

A. Your Online Password

You will be given an Online Password that will give you access to your Embassy Bank accounts for Anytime Banking access. This password can be changed within Anytime Banking using the options button. We recommend you change your password regularly. The system requires you to change your password every 180 days. Embassy Bank will act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down. **YOU ARE RESPONSIBLE FOR KEEPING YOUR PASSWORD, ACCOUNT NUMBERS AND OTHER ACCOUNT DATA CONFIDENTIAL.**

B. Payment Account

Although there are no fees for accessing your accounts through Anytime Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify Embassy Bank and identify a new payment account for the selected services. Additionally, if you close all Embassy Bank accounts, you must notify Embassy Bank to cancel the Anytime Banking services.

Your online access may be canceled at any time without prior notice due to insufficient funds in any one of your accounts. After cancellation, Anytime Banking services may be reinstated, once



Anytime Banking Consumer Access Agreement

sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Embassy Bank at 610-691-5000.

If you do not access your Embassy Bank accounts through Anytime Banking for any (1) one year period, Embassy Bank reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

You agree to be responsible for any telephone charges incurred by accessing your Embassy Bank accounts through Anytime Banking.

If you wish to cancel any of the services offered through Anytime Banking, please contact Embassy Bank at 610-691-5000 or send us cancellation instructions in writing to **Embassy Bank, P.O. Box 20405, Lehigh Valley, PA 18002-0405.**

C. Maintenance of Account Balances

Embassy 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, Embassy 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.

D. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Embassy Bank, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall the service providers or we be



Anytime Banking Consumer Access Agreement

responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

E. Limitation of Liability

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 according to our agreement with you 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 go over 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 payee on a bill payment.
 - you did not authorize payment early enough for the payment to be scheduled, transmitted, received and credited by your creditor's Due Date.
 - the Bank made timely payment but your creditor 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



Anytime Banking Consumer Access Agreement

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.

Except for losses caused by our gross negligence or willful misconduct, our liability for any loss, cost, or liability arising from our actions or omissions will not exceed the average monthly charge for the Service in question for the month preceding the date of loss, except as otherwise required by law. We will not be responsible, under any circumstances, for any punitive damages or for any special, consequential or indirect damages, which you incur in connection with this Agreement or the services, even if we are aware of the possibility for such damages. This provision shall survive the termination of all Services.

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.

F. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds at the time Embassy Bank performs any fund transfer (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 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 of your 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.



Anytime Banking Consumer Access Agreement

Your next scheduled payment will not be affected. You are responsible for making any scheduled payments, and paying any related charges or penalties, if Embassy 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.

G. Hours of Accessibility

You can access your Embassy Bank accounts through Anytime Banking seven days a week, 24 hours a day. However, at certain times, some or all of Anytime Banking may not be available due to system maintenance. You will be notified Online when this occurs.

A transfer initiated through Anytime Banking before 4:00 p.m. Eastern Standard Time (Daylight Savings Time) on a business day is posted to your account the same day. All transfers completed after 4:00 p.m. Eastern Standard Time (Daylight Savings Time) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

H. 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 610-691-5000. You can send cancellation instructions in writing to Embassy Bank, P.O. Box 20405, Lehigh Valley, PA 18002-0405. You will remain responsible, however, for any transactions then in process and for any fees or overdrafts due at the point of cancellation.

I. Stop Payments

You may place stop payment orders respecting items drawn on, or electronic transactions affecting your accounts. You agree to follow the procedures set forth in the Deposit Account Agreement and Disclosure. 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)



Anytime Banking Consumer Access Agreement

of the item. Accuracy is essential since stop payment orders are processed by computers operating on the basis of precise data. 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. Embassy 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. 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 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.

THE BANK SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY ELECTRONIC TERMINAL, COMPUTER OR



Anytime Banking Consumer Access Agreement

OTHER EQUIPMENT, HARDWARE, SOFTWARE, THE ANYTIME BANKING SERVICES OR SOFTWARE. THE SERVICES OF ANY SERVICE PROVIDER OR OTHER THIRD PARTY, OR ANY SERVICES OR PRODUCTS OF THE BANK OR ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THE BANK IS ADVISED OF THE POSSIBILITY OF A POTENTIAL CLAIM, THE BANK DOES NOT WARRANT ITS SERVICES OR ANY RELATED PRODUCTS OR SOFTWARE WILL OPERATE ERROR FREE OR WILL BE UNINTERRUPTED.

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.

L. Limitations on Use and Access

Unless you have our prior written consent, you may not: (a) permit a third party to initiate any service we provide you on your behalf; or (b) use any services we provide you to process transactions on behalf of others.

M. 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 you are using is terminated. This section does not apply to any cost or damage incurred by a third party



Anytime Banking Consumer Access Agreement

which is attributable to our negligence or intentional misconduct and for which we are legally responsible.

N. Representations and Warranties

On and as of each day we provide any service to you, you represent and warrant to us that: Your agreement to each provision contained in this document is a duly authorized, legal, valid, binding and enforceable obligation; the debiting or crediting of any 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.

O. Termination

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. We may terminate the Services immediately if: (a) you breach any agreement with us; (b) the confidentiality of the Security Procedures is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving your account or a service; (d) you become insolvent or the subject of a bankruptcy or dissolution proceeding; (e) you make any assignment for the benefit of creditors; (f) you fail generally to pay your debts as they become due; (g) your payment account is overdrawn; (h) any material adverse change occurs in your financial condition; (i) you close your payment account; (j) you do not use your Anytime Banking services for a one (1) year period, or (k) we are uncertain as to any person's authority to give us instructions regarding your accounts or the services.

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



Anytime Banking Consumer Access Agreement

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

P. System Unavailability

The 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. The 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 the service unavailable.

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

Q. 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 service. 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. 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.

R. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available on an on-



Anytime Banking Consumer Access Agreement

line real time basis, which means you can obtain information as soon as the transactions have posted to your account.

Transferring Funds - You may initiate transfers of funds between designated accounts. 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 9:00 a.m. on a Business Day, when the bank has reasonable time to act will be effective as of the close of business of that Business Day. Transfers, which are initiated after 9:00 a.m. EST 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 us 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 as described in the applicable Deposit Agreement and Disclosure and Electronic Funds Transfer Agreement. 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.

IV. Bill Payment Service

A. Using the Service

The Anytime Banking Payment Service allows you to schedule bill payments through Anytime Banking. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your Embassy Bank checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of Anytime Banking. **We strongly recommend that you do not process any payment of taxes, securities purchases or court-directed payments through Anytime Banking Payment Services. We are also unable to process any foreign payments made to third parties outside of the U.S.**



Anytime Banking Consumer Access Agreement

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through Anytime Banking. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When Anytime Banking receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of Anytime Banking, particularly delays in handling and posting payments, slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payments be scheduled for at least (7) seven business days before the actual due date, not the late date. If you properly follow the procedures described herein, and Anytime Banking fails to deliver a payment on the scheduled payment date, Anytime Banking will bear the responsibility for late charges (\$50.00 maximum). In any other event, including, but not limited to, choosing a payment date less than (7) seven days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

Anytime Banking will use its best efforts to process all your payments properly. However, Anytime Banking shall incur no liability if it is unable to complete any payments initiated by you through Anytime Banking payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The Anytime Banking processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided Anytime Banking with the correct names, addresses, or account information for those persons or entities to whom you wish to direct payment.
4. Circumstances beyond the Anytime Banking's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, and Anytime Banking has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment no later than **4:00 p.m. Eastern Standard Time**, on the Payment Date, by using the edit or delete function on the Anytime Banking "Pending Payment" screen.



Anytime Banking Consumer Access Agreement

If, for any reason, you should ever wish to cancel Anytime Banking bill payment services, we strongly suggest that you cancel all scheduled future bill payments at the same time that you cancel your service, either by deleting those payments yourself through Anytime Banking or calling Embassy Bank at 610-691-5000. 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 service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

B. Bill Pay Fees

There is no monthly fee for Anytime Banking payment services.

You will receive a monthly statement for your checking account displaying your Online Banking transactions including bill payments from your account.

V. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, 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 (E-mail). 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, unless an immediate change is necessary to maintain the security of the system. If such an immediate change is made, and it can be disclosed without jeopardizing the security of the system, 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. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

B. Disclosure of Account Information

Embassy Bank for the Lehigh Valley
610-691-5000

Pg. 15 of 19
Last Revised 07/22/08



Anytime Banking Consumer Access Agreement

Please refer to our Privacy Policy, available on-line through our website www.Embassybank.com or review the “Important Information About Your Privacy” Brochure available through the Bank.

C. Questions or Error Correction on Anytime Banking Transactions

In case of questions or errors about Anytime Banking funds transfers through Anytime Banking involving your account, here is what you should do:

- Contact Embassy Bank by electronic mail (E-mail) via Anytime Banking or
- **Fax** Embassy Bank at **610-691-5600** or
- **Telephone** Embassy Bank at **610-691-5000** or
- **Write** Embassy Bank at **P.O. Box 20405, Lehigh Valley, PA 18002-0405**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:

We will determine whether an error occurred within ten (10) business days (twenty (20) business days if the electronic 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 forty-five (45) days, ninety (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 ten (10) business days, (twenty (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 ten (10) business days, we will



Anytime Banking Consumer Access Agreement

not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your Embassy Bank 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:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Anytime Banking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

D. Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, Electronic Funds Transfer Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.



Anytime Banking Consumer Access Agreement

Embassy Bank Reserves the Right to terminate this Agreement - The Bank reserves the right to terminate this Agreement and your access to Anytime Banking, in whole or in part, at any time without prior notice.

VI. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Embassy Bank at 610-691-5000.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access to Anytime Banking should also be kept confidential. For your protection we recommend that you change your online password regularly. It is recommended that you memorize this online password and do not write it down.

YOU ARE RESPONSIBLE FOR KEEPING YOUR PASSWORD, ACCOUNT NUMBERS AND OTHER ACCOUNT DATA CONFIDENTIAL. If you believe that your online password or matrix may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Embassy Bank at once at 610-691-5000.

B. Unauthorized Transactions in Your Embassy Bank Accounts

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us 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 610-691-5000, or write Embassy Bank, P.O. Box 20405, Lehigh Valley, PA 18002-0405.



Anytime Banking Consumer Access Agreement

If your online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your online password without your permission to access an Embassy Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from

telling us, the time periods in this section will be extended. Refer to Electronic Funds Transfers in Embassy Bank's Deposit Account Agreement and Disclosure and the Electronic Funds transfer Disclosure document for a full description.