

## TERMS OF SERVICE

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Effective April 30, 2025

# EMBASSY BANK FOR THE LEHIGH VALLEY DIGITAL BANKING SOLUTION

## GENERAL TERMS APPLICABLE TO EACH SERVICE

**1. Introduction.** This Terms of Service document (hereinafter “Agreement”) is a contract between you and Embassy Bank For the Lehigh Valley (sometimes referred to herein as “Embassy Bank,” “we” or “us”) in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a “Service”) offered through our online banking site or mobile applications (the “Site”), which are sometimes referred to in this document as Embassy Bank’s “Digital Banking Solution”. The Agreement consists of these General Terms applicable to each Service (referred to as “General Terms”), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

Every deposit account that is opened at Embassy Bank is done so by means of a Signature Card. As such, the ownership of the account is designated as either PERSONAL Purpose or BUSINESS Purpose. Most Services are available for both PERSONAL Purpose and BUSINESS Purpose account ownership types. However, there are some Services that are only available and/or applicable to PERSONAL Purpose account ownership types and there are some that are only available and/or applicable to BUSINESS Purpose account ownership types. We will do our best to identify the specifics of these distinctions within this document. You can always contact us for any clarifications.

Upon opening your deposit account with us, you were provided with a document entitled “Important Information About Deposit Accounts”, which contains the following disclosures:

- Privacy: “What Does Embassy Bank Do With Your Personal Information”
- Terms and Conditions of Your Account
- Electronic Fund Transfers: Your Rights And Responsibilities (Applicable to PERSONAL Purpose account types only)
- Funds Availability: “Your Ability To Withdraw Funds”
- Substitute Checks and Your Rights
- Truth-In-Savings Disclosure (Applicable to PERSONAL Purpose account types only)

By clicking the Agree button presented after reviewing this document you signify that you are an authorized signor on an eligible Embassy Bank deposit or loan account **OR** you have been designated by such an authorized signor as an Account Administrator per Section 2 (The Account Administrator Role) below, **AND** you have read and agree to this Agreement **AND** you agree that you have read and agree to all the disclosures included in “Important Information About Your Deposit Accounts” found at <https://embassybank.com/Content/disclosures/Account-Terms.pdf>.

Your enrollment in any particular Service will not be complete until we notify you that we have accepted your enrollment. Even within PERSONAL Purpose account ownership type accounts and within BUSINESS Purpose account ownership type accounts not all Services offered through the Digital Banking Solution are available to everyone. Please contact us to determine which Services may be available to you.

**2. The Account Administrator Role (Applicable to BUSINESS Purpose account types only).** As part of the enrollment procedure for a Service, an authorized signor on the affected Eligible Transaction Account must designate an account administrator (“Account Administrator”). The Account Administrator will have access to all Eligible Transaction Accounts and all Services available to such Eligible Transaction Accounts through the Digital Banking Solution and may grant other persons the authority to access specific Services offered through the Digital Banking Solution (each, an “Authorized User”), including individuals who are not authorized signers. The Services and activities available through the Digital Banking Solution 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
- Zelle® Payment Services
- \*Automated Clearing House (ACH) Services
- \*Online Wire Transfer Service
- \*Positive Pay Service

\* Automated Clearing House, Online Wire Transfer and Positive Pay Services are available through the Digital Banking Solution only pursuant to a separate agreement between you and Embassy Bank.

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

**The individual who executes/accepts this Agreement represents and warrants that he/she is acting with full authority for the applying entity, and that they are duly authorized to execute/accept this Agreement on behalf of the applying entity.**

**3. Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in Section 37 (Definitions) below. Other defined terms are also presented in these General Terms or terms applicable to individual Services.

**4. Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site by you, your Account Administrator or an Authorized User will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

**5. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

**6. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**7. Notices to Us Regarding the Service.** Except as otherwise stated in this Agreement, notice to us concerning the Site or the Service must be sent by postal mail to: Embassy Bank For the Lehigh Valley, P.O. Box 20405, Lehigh Valley, PA 18002-0405. We may also be reached at 610-882-8800 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 24 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**8. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures, and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 7 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

**9. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (“ATDS”), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

**10. Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

**11. Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**12. Privacy of Others.** If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

**13. Eligibility.** The Service is offered only to individual residents of and businesses organized under the laws of the United States or any state thereof 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.

**14. Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 15 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or

services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 7 of the General Terms above of any violations of the General Terms or the Agreement generally.

**15. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 7 of the General Terms above of any violations of the General Terms or the Agreement generally.

**16. Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time to time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

You must designate an Eligible Transaction Account for selected Services. You agree to pay promptly all fees and charges for Services provided under this Agreement and authorize us to charge the designated Eligible Transaction Account or any other account maintained at Embassy Bank for fees and any overdrafts.

If you close the designated Eligible Transaction Account, you must immediately notify us and identify a new Eligible Transaction Account for the selected Services. Additionally, if you close all accounts with us, you must immediately cancel all your Digital Banking Solution Services.

**17. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall contact us at 610-882-8800. You acknowledge and agree that time is of the essence in such situations.

**Applicable to PERSONAL Purpose account types only:** 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 is 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 will extend the time periods specified above to a reasonable period.

**Applicable to BUSINESS Purpose account types only:** Except as otherwise required by law, we shall only be liable for our own gross negligence and willful misconduct and shall not be responsible for any loss or damage arising from or in connection with (a) any inaccuracy, act or failure to act on the part of any person not within our reasonable control or (b) any error, failure or delay in execution of any transfer resulting from circumstances beyond our reasonable control, including, but not limited to, any inoperability of communication facilities, system delays in effecting account postings, or other operational delays. You agree to promptly examine all periodic statements of your accounts affected by transfers and any confirmation of transfers that we or other banks may send or make available to you, and to promptly notify us of any discrepancy within thirty (30) days of receipt of any periodic statement or confirmation. We shall not be liable for any loss or damage arising from or in connection with any transfer reflected on such periodic statement.

**18. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**19. Failed or Returned Payment Instructions.** In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed 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 or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor 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 the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, 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 and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

**20. Address or Banking Changes.** It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or

by contacting customer care for the Service as set forth in Section 7 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

**21. Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**22. Service Termination, Cancellation, or Suspension** If you wish to cancel the Service, you may contact us as set forth in Section 7 of the General Terms above. A request for cancellation shall include a requested cancellation date (which shall afford us a reasonable opportunity to act upon such notice) and shall not be effective until acknowledged by us. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**23. Stop Payments.** You may place stop payment orders respecting items drawn on or electronic transactions affecting your accounts by using "Additional Services – Stop Payment" in the Digital Banking Solution; faxing to Embassy Bank at 610-691-5600; or telephone us 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 18002-0405. You agree to follow the procedures set forth in the Terms and Conditions of Your Account Disclosures. The following information is required to be accurately provided to us as a condition to effect 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.

#### **24. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should call us as soon as possible at 610-882-8800.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  1. Tell us your name;
  2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**25. Intellectual Property.** 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.

**26. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. 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 the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. 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 Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**27. Password and Security/Your Liability for Unauthorized Transactions.** You agree not to give or make available your password, User ID or other means to access your account (“Credentials”) to any unauthorized individuals. You are responsible for all payments you authorize using the Services. If you permit other persons to use the Services (including, but not limited to, an Account Administrator and Authorized Users designated by your Account Administrator) or your Credentials or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 7 of the General Terms above and we may require that you update your Credentials to protect your account security.

**PERSONAL Purpose Customers Only:** For more information on your rights and obligations concerning unauthorized or erroneous transactions, please refer to Electronic Fund Transfers: Your Rights and Responsibilities (“EFT Statement”), which is an account disclosure provided to you when you opened your deposit account. If you need another EFT Statement, please contact us.

**28. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 28 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**29. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You agree that this Agreement and your Account Agreement are the complete and exclusive statement of the agreement between you and Embassy Bank for the Lehigh Valley which supersedes any proposal or prior agreement, oral or written, and any other communication between you and Embassy Bank for the Lehigh Valley relating to the subject matter of this Agreement. If there is a conflict between what an employee of Embassy Bank for the Lehigh Valley says and the terms of this Agreement, the terms of this Agreement shall prevail.

**30. 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 class wide 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.

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.

**31. Law and Forum for Disputes.** Unless our Account Agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law's 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. Unless our Account Agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 30 of the General Terms above) must be resolved by a court located in Lehigh County, Pennsylvania or Northampton County, Pennsylvania. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 30 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, 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 ARISING UNDER THIS AGREEMENT.

**32. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

**33. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**34. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**35. Exclusions of Warranties.** THE SITE AND SERVICE 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.

**36. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS

OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE 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 INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY 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 EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE 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 EMPLOYEES OR CONTRACTORS OF ANY 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 IN SECTIONS 29 AND 30 OF THE GENERAL TERMS ABOVE 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. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS).

**37. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement and your Account Agreement are the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us regarding the subject matter of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 6-8, 12, 17-19, 24, and 27-37 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

### **38. Definitions.**

- a. "Account Agreement" means the various agreements and disclosures that govern your account(s) with Embassy Bank for the Lehigh Valley, including, as applicable to each account, the agreements and disclosures described in Section 1 of above.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed in the Commonwealth of Pennsylvania.
- e. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, 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.
- f. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Services to you on our behalf.

## DIGITAL BANKING SOLUTION ACCOUNT ACCESS ADDITIONAL TERMS

You can access your eligible accounts through the Digital Banking Solution. Eligible account types may change from time to time. Eligibility is based on account type.

### 1. Enrollment Requirements

To enroll in the Digital Banking Solution, you must have an eligible account with us. Except as expressly permitted by a particular Service, accounts that are eligible for the Digital Banking Solution include, but are not limited to, checking, savings, time deposit and loan accounts maintained with us. You can enroll for the Digital Banking Solution by following the enrollment instructions on our website, <http://www.embassybank.com>. We may, from time to time, establish alternative procedures for enrolling in the Digital Banking Solution.

If you are a commercial customer of us, in order to enroll your account in the Digital Banking Solution, 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.

### 2. Your Username and Password

**PERSONAL Purpose Accounts:** Consumer customers can create their own unique username and password, subject to minimum configuration requirements. Upon successful validation, access to the Digital Banking Solution is granted. If validation is unsuccessful your request for access will be reviewed and you will be contacted by us to resolve the issue and be granted access if possible.

**BUSINESS Purpose Accounts:** Business customers will complete an online registration form to request access. Following our review and approval of your enrollment request, you will be given a temporary username and an initial password that will give you access to your accounts enrolled in the Digital Banking Solution. The first time that you sign on using the username and the initial password provided by us you will be required to change your username and password.

At any time that you choose, you may change your password by following the instructions provided by the Service. We recommend that you change your password frequently. For security purposes, it is also recommended that you memorize your username and your password. Do not write them down or share them with others. **YOU ARE RESPONSIBLE FOR KEEPING YOUR USERNAME, PASSWORD, ACCOUNT NUMBERS AND OTHER ACCOUNT INFORMATION CONFIDENTIAL.**

### 3. Account Management

In managing your Eligible Transaction Accounts, you may use the Digital Banking Solution to:

- View account balances and review transaction history.
- Communicate directly with the Bank through the “Send a Message” service.
- Transfer money between your accounts maintained at the Bank.

### 4. Balance and Transaction History

You can obtain balance and transaction history on all Eligible Transaction Accounts through the Digital Banking Solution. Your actual available balance may be higher or lower due to uncollected funds, holds or transactions posted or memos posted. While we attempt to provide accurate and up-to-date information, we do not guarantee the accuracy of the information presented. The accuracy of such information is sometimes subject to transmission of data from third parties. Such material is presented for informational purposes only and is not to be considered official bank records and is not a replacement of your bank statements. Our official bank records shall control if there is any conflict between such records and the information reflected via the Digital Banking Solution. We make no warranties that the information presented for viewing on the Service will be uninterrupted, timely or error-free.

### 5. Send a Message Service

We do 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 us or third parties.

Sending messages through the Digital Banking Solution electronic mail service (“Send a Message”) is a secure way to communicate directly with us. “Send a Message” is provided free of charge in order for you to direct questions about your Eligible Transaction Account(s) to us and to provide general feedback regarding our Services. You must use “Send a

Message” to request an address change if you are making the request using the Digital Banking Solution. “Send a Message” is accessible after you sign on to the Digital Banking Solution using your Username and Password.

You cannot use “Send a Message” to initiate transactions on your Eligible Transaction Account(s). For banking transactions, please use the appropriate functions within the Digital Banking Solution or contact us at 610-882-8800 or toll free at 1-866-897-0131 for assistance.

We may not immediately retrieve a message that you send using the “Send a Message” service. Therefore, you should not rely on “Send a Message” service if you need to communicate with us 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. We will not take action based on your “Send a Message” requests until we actually receive your message and have had a reasonable opportunity to act upon your request.

## **6. Internal Funds Transfers**

You may initiate transfers of funds between designated accounts maintained with us. Online real time Digital Banking Solution transfers between Eligible Transaction 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 we have 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 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 or money market account may be 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.

## **7. Accessibility**

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

Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party networks. In the event any third-party network is unavailable and we determine, in our sole discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or provide the Service through an alternate third-party network. In such situations, we shall have no liability for the lack of availability of or access to the affected Service.

## **8. 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 our programs, systems, and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any hardware or software that you use in connection with the Services, even if we previously approved their use. You agree to comply with the terms of any software licenses used by you in connection with the Services.

## **9. Responsibility for Your Account**

You are solely responsible for the security of your Username and Password and the activities of any Account Administrator or Authorized Users you designate. Any transaction made using your Username 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 THE DIGITAL BANKING SOLUTION. YOU ARE ALSO RESPONSIBLE FOR ALL LOSS OR INJURY RESULTING FROM ANY UNAUTHORIZED USE OF A USERNAME,

PASSWORD OR OTHER MEANS TO ACCESS YOUR ACCOUNT, 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 EFT STATEMENT.

## 10. Security Procedures

We 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 us and any and all operating and security procedures agreed upon between you and us for the use of such Service;
- Establish and maintain procedures to assure the confidentiality of the Username, 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 us 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 us 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 us, 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 for the use of such Service 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 we receive through the Services, even if the order is not authorized by you, if it includes the appropriate password or is otherwise processed by us 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 EFT Statement.

**You hereby agree that no security procedure for error detection has been established between you and Embassy Bank for the Lehigh Valley.** 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 us and we have no duty to verify the accuracy thereof, nor will we 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 us by telephone call to the Bank at 610-882-8800, followed up with an email notification to us using the "Send a Message" service and a formal letter of such disclosure, signed by an authorized signer, Account Administrator or Authorized User. We are 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 us in connection with the security procedures detailed in this Agreement, its schedules or exhibits and any User Documentation. The occurrence of unauthorized access will not affect any transfers made in good faith by us prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.

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

## **ACCOUNT-TO-ACCOUNT (“A2A”) EXTERNAL TRANSFER SERVICE ADDITIONAL TERMS**

### **1. Use of the Service**

This Service enables you to transfer funds: (i) between Eligible Transaction Accounts that you maintain at Embassy Bank; and (ii) between Eligible Transaction 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, we shall incur no liability to you if we are unable to complete any transfers initiated by you through the Digital Banking Solution because of the existence of any one or more of the following circumstances:

- The affected Eligible Transaction 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 10 (Refused Transfers) below;
- You have not provided us with the correct information for those accounts to which you wish to direct a transfer; or
- 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.

### **2. Ownership of Accounts**

You represent and warrant that you are an owner, either individually or joint, 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.

### **3. 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 12 (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.

### **4. 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.

### **5. 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.

### **6. 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 reserve the right to 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.

### **7. Stop Payment Requests**

If you desire to stop any transfer that has already been processed, you must contact customer care. 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 our applicable fee schedule.



## **8. 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.

## **9. 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.

## **10. 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.

## BILL PAYMENT SERVICES ADDITIONAL TERMS

### 1. Use of the Service

The Bill Payment Service allows you to schedule bill payments through the Digital Banking Solution. You can schedule, at your option, the payment of your recurring bills from any of your Eligible Transaction Accounts. There is no limit to the number of payments that may be authorized; provided, however, that all transactions are subject to the affected Eligible Transaction Account having sufficient available funds to process the transaction. You may pay any merchant or individual through the use of this Service. **We strongly recommend that you do not make tax payments, securities purchases or court-directed payments through the Digital Banking Solution Bill Payment Services. Further, the Digital Banking Solution Bill Payment 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 Payment 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 Eligible Transaction Account (the "Payment Account"). When we receive a Payment Instruction, you authorize us to charge the Payment 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.

### 2. Payment Scheduling

The date on which you want your Biller to receive your bill payment 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 Embassy 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 (10) ten business days before the actual due date.**

### 3. 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 the Digital Banking Solution because of the existence of any one or more of the following circumstances:

- The Payment 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 whomever you wish to direct payment; or
- 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.

### 4. 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.

## **5. 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 Embassy 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.

## **6. 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.

## **7. Payment Methods**

We reserve the right to select the method by which we 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.

## **8. Canceling Online Payments**

After a payment request is transmitted using the Digital Banking Solution, 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 your Account Agreement.

## **9. Stopping Payments on Regular and Recurring Payments**

If you desire to stop any transfer that has already been processed, you must contact customer care. 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 our applicable fee schedule.

## **10. Cancellation of Bill Pay Services.**

We reserve 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 the Digital Banking Solution Services or by calling us 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.

## **11. 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 username 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. Bill Pay Fees**

We reserve the right to assess a monthly fee for the Bill Payment Service, which will be disclosed in the then current Service Fee schedule. This fee would cover your monthly Bill Payment Service privileges. 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 Digital Banking Solution Bill Payment Service.

Additionally, you agree to pay any special charges in effect as announced by us 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, we will deduct the fee from any other account maintained with us (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.

## MOBILE DEPOSIT SERVICE ADDITIONAL TERMS

### 1. Use of the Service

Following acceptance of your enrollment form and our 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."

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 in Section 12. Limitations on Dollar Amount below. Upon receipt of the digital image, we will review the image for conformity with the requirements described herein. 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 your Account 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.

### 2. 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.

### 3. 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 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; and
- You are in compliance with all of your obligations under this Agreement.

#### **4. 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 Mobile Deposit only" 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.

#### **5. 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.

#### **6. 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 herein, "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 your Account Agreement. 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 Embassy Bank from any loss Embassy Bank may incur as a result of us lawfully reversing a Provisional Credit to your Deposit Account. You agree that Subpart B of Reg CC and our Funds Availability Policy do not apply to items deposited using this Service.

#### **7. 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.

## 8. 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 Embassy Bank in order to obtain payment of your obligations under this Agreement.

## 9. 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 18002-0405. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by us.

## 10. 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.

## 11. 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.

## 12. Limitations on Dollar Amount

**PERSONAL Purpose 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 Purpose 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 Embassy Bank and, as such, we may, in our sole and absolute discretion and without prior notice to you, waive the foregoing limitations at any time and from time to time. We shall not be liable to you for any loss resulting from our waiving such limitations.

## 13. Acceptable and Unacceptable Deposits

You understand and agree that, until further written notice, you are permitted to deposit utilizing this Service only checks 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;
- 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."

# Zelle® and Other Payment Services Terms of Service

Effective Date: April 30, 2025

This Zelle® and Other Payment Services Terms of Service document (hereinafter "Agreement") is a contract between you and Embassy Bank For the Lehigh Valley (hereinafter "we", "us" or "our") in connection with the Zelle® and Other Payment Services (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered.

## 1. Description of Services.

- a. We have partnered with the Zelle Network® ("Zelle®") to enable a convenient way to send and receive money with others you trust, who are enrolled with Zelle® with us, or with another financial institution that partners with Zelle® (each a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers described below ("Zelle® Payment Service," as further described below). Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE® PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.
- b. In addition to the Zelle® Payment Service, we provide other payment services under this Agreement. These additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle®. These payment services are referred to as "Other Payment Services" in this Agreement. The term "Zelle® and Other Payment Services" means the Zelle® Payment Service and the Other Payment Services.
- c. The Zelle® and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. 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. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond the control of us or Zelle®. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.
- d. The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle® and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payment Services payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

## 2. Payment Authorization and Payment Remittance.

- a. Section 12 of General Terms does not apply to the Zelle® Payment Service. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 14 of the General Terms and Section 20 (Prohibited Payments), you agree that you will not use the Zelle® and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle® and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Payment Service or share your credentials with a

third party to use the Zelle® Payment Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Zelle® Payment Service at any time and without prior notice, including for reasons involving your use of the Zelle® Payment Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.

- b. This Section 2(b) does not apply to small business Users enrolled in the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle® Payment Service for business or commercial purposes, or for any unlawful purpose.
- c. To be eligible to enroll for the Zelle® and Other Payment Services, you represent that: (i) you are a U.S. resident (not including U.S. territories); (ii) you can form legally binding contracts under applicable law and are not a minor; (iii) you maintain one active Eligible Transaction Account with us and which account is in good standing; and (iv) you have the authority to authorize debits and credits to the enrolled Eligible Transaction Account you maintain with us. By using the Zelle® and Other Payment Services, you represent that you meet these requirements and that you agree to be bound by this Agreement. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Zelle® Payment Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.” If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle®. If you enroll for the Zelle® Payment Service and select to use a Zelle® tag, the mobile phone number associated with your User profile will be used as a contact method for certain communications related to the Zelle® Payment Service and must meet the requirements described herein.
- d. When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one bank account, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and mobile telephone numbers, email addresses and/or Zelle® tags of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- e. 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.

- f. 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.
- g. 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:
  - 1. 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;
  - 2. The Zelle® and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  - 3. The payment is refused as described in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below;
  - 4. 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 email address, Zelle® tag or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  - 5. 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.
- h. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle® and Other Payment Services (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.

### 3. Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. When you send money to another User at your initiation, you may initiate a: (i) one-time payment that will begin processing immediately, (ii) one-time future dated payment that will begin processing on a specified future date, or (iii) recurring payment series that will begin processing recurring payments on a specified series of dates. Further details about each of these options can be found on the Site. You understand that use of the Zelle® and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you initiate sending money using Zelle® and Other Payment Services and a payment has begun processing, it cannot be edited or canceled. One-time payments that process immediately cannot be edited or canceled. You may only edit or cancel a one-time future dated payment or recurring payment until the payment begins processing. As to the Zelle® Payment Service, if the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided in Section 3(f) below) and may not be canceled or revoked. We therefore recommend that you use the Zelle® Payment Service to send money only to people you know and trust. Your ability to cancel or stop payments is addressed more generally in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address, mobile telephone number and/or Zelle® tag). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver regarding enrollment in Zelle® and receipt of payment (a "Two-Step Transfer"). If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.
- c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle®. 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. We have no responsibility to

investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described below in Section 29 and Section 23 of the General Terms (Errors, Questions, and Complaints).

- d. In most cases, when you are sending money to another User using the Zelle® Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle®, the other Network Financial Institutions, and other Zelle® users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle®. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle® delay or block a payment that you have initiated, we will notify you via email to the designated email address within your Zelle® profile. Neither we nor Zelle® have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle® Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, 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, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any 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, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any 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) may be delayed if the Receiver has not enrolled in Zelle®. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
- f. For Zelle® Payment Service payments, as to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that when we begin processing the Payment Instruction we will debit funds from your Eligible Transaction Account immediately, but we will only begin to process the requested transfer of funds to the Receiver 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 fourteen (14) days have elapsed. 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.

#### **4. Receiving Payments; Money Transfers by Network Financial Institutions.**

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® request for money, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a request for money, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service.
- b. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer

to prevent fraud or to meet our regulatory obligations. If we or Zelle® delay or block a payment that you have initiated through a request for money, we will notify you via email to the designated email address within your Zelle® profile. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment. We have no control over the actions of other Users, Zelle® or other Network Financial Institutions that could delay or prevent a transfer of money to you. 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, such as if we have questions regarding possible fraud in connection with the payment. 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 receive requests for money, from others through the Zelle® Payment Service.

- c. 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.

**5. Requesting Payments.** You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts. You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a request for money using the Zelle® Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the 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 request for money may not receive, or otherwise may reject or ignore, your request. We do not guarantee that you will receive any payments from individuals by initiating a request for money.

**6. Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may only cancel a Payment Instruction until the payment begins processing. Sender may only 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 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, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days after contacting Customer Care, at 610-882-8800 or [onlinebanking@embassybank.com](mailto:onlinebanking@embassybank.com), or otherwise directing us to stop a payment. If we charge you to stop the payment, then the charge for each stop payment request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled by us fourteen (14) days after the processing of the payment begins. 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.

**7. Service Providers.** We are offering you the Zelle® and Other Payment Services through one or more Service Providers that we have engaged to render some or all of the Zelle® and Other Payment Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Zelle® and Other Payment Services to you, to the extent any liability attaches in connection with the Zelle® and Other Payment Services pursuant to Section 41 (Limitation of Liability), we are the sole party liable to you for any payments or transfers conducted using the Zelle® and Other Payment Services and we are solely responsible to you and any third party. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of this Agreement.

**8. Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site by you, your Account Administrator or an Authorized User will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

**9. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

**10. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**11. Notices to Us Regarding the Zelle® and Other Payment Services.** Except as otherwise stated in this Agreement, notice to us concerning the Site or the Service must be sent by postal mail to: Embassy Bank For the Lehigh Valley, P.O. Box 20405, Lehigh Valley, PA 18002-0405. We may also be reached at 610-882-8800 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 29 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**12. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Zelle® and Other Payment Services, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Zelle® and Other Payment Services setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 11 above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

**13. Consent to Emails and Automated Text Messages.** Section 9 (Text Messages, Calls and/or Emails to You) of the General Terms does not apply to Zelle® Payment Services. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or

artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle® and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us for the Zelle® and Other Payment Services, send STOP to 767666. For help or information regarding text messaging for the Zelle® and Other Payment Services, send HELP to 767666 or contact our customer service at 610-882-8800. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the Zelle® and Other Payment Services. Users of the Zelle® Payment 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.

**14. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Zelle® and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle® and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle® Small Business Service. 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 a request for 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 Internet service fees that may be assessed by your telephone and Internet service provider. Section 19 of the General Terms and Section 25 (Failed Or Returned Payment Instructions) apply if you do not pay our fees and charges for the Zelle® and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient funds in the Eligible Transaction Account.

**15. 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.



**16. Returned Payments.** In using the Zelle® and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.

**17. Receipts and Transaction History.** You may view your transaction history by logging into the Zelle® and Other Payment Services and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail. Transactions made through the Zelle® and Other Payment Services will also appear on your statement(s), to include your online banking profile, in the timeframe prescribed by the method in which the payment is posting. We may provide different line item descriptions in your statement(s) dependent upon whether you are enrolled through us utilizing our Zelle® and Other Payment Services through our Site or are enrolled for the Zelle® Payment Service through the Zelle® stand-alone application.

**18. Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**19. Privacy of Others.** If you receive information about another person through the Zelle® and Other Payment Services, you agree to keep the information confidential and only use it in connection with the Zelle® and Other Payment Services.

**20. Prohibited Payments.** The following types of payments are prohibited through the Zelle® and Other Payment Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any federal or state law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 21 below; and
- d. Payments that may be deemed to be illegal, improper, brand damaging or potentially exposing us, our Service Providers, or the financial system to risk or reputational harm; and
- e. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above of any violations of the Agreement generally.

**21. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Zelle® and Other Payment Services, regardless of the purpose of the use, and for all communications you send through the Zelle® and Other Payment Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Zelle® and Other Payment Services for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Zelle® and Other Payment Services or the portion of the Site through which the Zelle® and Other Payment Services are offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Zelle® and Other Payment Services, or interfere or attempt to interfere, with the Site or the Zelle® and Other Payment Services; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above of any violations of the Agreement generally.

**22. Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Zelle® and Other Payment Services. Your limits may be adjusted from time-to-time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Zelle® and Other Payment Services, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

**23. Your Liability for Unauthorized Transfers.** Section 17 (Your Liability for Unauthorized Transactions) of the General Terms does not apply to the Zelle® Payment Services. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with Customer Care in the manner set forth in Section 7 (Notices to Us Regarding Services) of the General Terms and Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. 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 establish 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 will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle® and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts.

THE ZELLE® PAYMENT SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE ZELLE® PAYMENT SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

**24. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**25. Failed or Returned Payment Instructions.** In using the Zelle® and Other Payment Services, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed 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 or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor 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 the funds

cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, 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 and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit; and

- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

**26. Information Authorization.** Your enrollment in the Zelle® and Other Payment Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of the Zelle® and Other Payment Services, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Zelle® and Other Payment Services, to authenticate you when you log in, to send you information about the Zelle® and Other Payment Services, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Zelle® and Other Payment Services and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Zelle® and Other Payment Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Zelle® and Other Payment Services. The following provisions in this Section apply to certain Zelle® and Other Payment Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**27. Consent to Share Personal Information (Including Account Information).** In addition to Section 21 of the General Terms and Section 26 (Information Authorization) above, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account;
- c. To comply with government agency or court orders, or debit card, as applicable;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;

- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the applicable terms of our Privacy Policy.

**28. Service Termination, Cancellation, or Suspension** If you wish to cancel the Service, you may contact us as set forth in **Section 11. Notices to Us Regarding the Zelle® and Other Payment Services** above. A request for cancellation shall include a requested cancellation date (which shall afford us a reasonable opportunity to act upon such notice) and shall not be effective until acknowledged by us. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Zelle® and Other Payment Services at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## **29. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should call us as soon as possible at 610-882-8800.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  - 1. Tell us your name;
  - 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  - 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**30. Intellectual Property.** All other marks and logos related to the Zelle® and Other Payment Services 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 Zelle® and Other Payment Services or display them in any manner that implies our sponsorship or endorsement. All rights, title and interest in and to the Zelle® and Other Payment Services, the portion of the Site through which the Zelle® and Other Payment Services are offered, the technology related to the Site and Zelle® and Other Payment Services, 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 Zelle® and Other Payment Services 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.

**31. Password and Security.** If you are issued or create any password or other credentials to access the Zelle® and Other Payment Services or the portion of the Site through which the Zelle® and Other Payment Services are offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 11 (Notices to Us Regarding the Zelle® and Other Payment Services) above. See also Section 23 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**32. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Zelle® and Other Payment Services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Zelle® and Other Payment Services for any reason or no reason and at any time. The remedies contained in this Section 32 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**33. 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 class wide 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.

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.

**You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce Section 29 of the General Terms**

**and this Section 33 (Arbitration) and Section 30 of the General Terms and Section 34 (Law and Forum for Disputes) against you.**

**34. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, 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. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 33 above must be resolved by a court located in Lehigh County, Pennsylvania or Northampton County, Pennsylvania. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 29 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, 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 ARISING UNDER THIS AGREEMENT.

**35. Wireless Operator Data.** In addition to Section 21 of the General Terms and Section 26 (Information Authorization), you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle® and Other Payment Services. By using the Zelle® Payment Service, you authorize your wireless carrier ( to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See Zelle®'s Privacy Policy at <https://www.Zelle®pay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

### **36. Content Standards; Zelle® Tags**

- a. **Content Standards:** You agree that you will not use the Zelle® Payment Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Service any material that: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (6) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.
- b. Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service.
- c. The Zelle® Payment Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending, receiving, or requesting money, which will be your "Zelle® tag." Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle®

tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

**37. Liability.** Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service.

**38. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the Zelle® and Other Payments Services. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**39. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**40. Disclaimer of Warranties.** Section 34 (Exclusions of Warranties) of the General Terms does not apply to the Zelle® Payment Services. THE SITE AND ZELLE® AND OTHER PAYMENT 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 ZELLE® AND OTHER PAYMENT SERVICES, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® PAYMENT SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR ZELLE® WARRANT THAT THE ZELLE® PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**41. Limitation of Liability.** Section 35 (Limitation of Liability) of the General Terms does not apply to the Zelle® Payment Services. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ZELLE® AND OTHER PAYMENT SERVICES AND THE PORTION OF THE SITE THROUGH WHICH THE ZELLE® AND OTHER PAYMENT SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ZELLE® AND OTHER PAYMENT SERVICES 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 ZELLE® AND OTHER PAYMENT SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE

LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ZELLE® AND OTHER PAYMENT SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE®, OR OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

**42. Indemnification.** Section 31 (Indemnification) of the General Terms does not apply to the Zelle® Payment Services. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.

**43. Use of Our Online Banking Site and/or Mobile App.** You agree to access the Site and/or mobile app in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

**44. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Zelle® and Other Payment Services and the portion of the Site through which the Zelle® and Other Payment Services are offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 7, 10-12, 19, 24, 25, 30, 32-34 and 37-44, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

**45. Definitions.**

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Zelle® and Other Payment Services fees, if any, will be automatically debited, or to which payments and credits to you will be



credited, that is eligible for the Zelle® and Other Payment Services.

- e. "Network Financial Institutions" means financial institutions that have partnered with Zelle®.
- f. "Payment Instruction" is the information provided for a payment to be made under the Zelle® and Other Payment Services, which may be further defined and described above in connection with the Zelle® and Other Payment Services.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle® and Other Payment Services.
- i. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.
- j. "Sender" is a person or business entity that sends a Payment Instruction through the Zelle® and Other Payment Services.
- k. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Zelle® and Other Payment Services to you on our behalf.
- l. "Zelle® Small Business Service" means functionality, to the extent made available by us, that enables a small business User to (i) send requests for money through the Zelle® Payment Service, and (ii) send and receive Payment Instructions through the Zelle® and Other Payment Services. Users that access the Zelle® and Other Payment Services through a business account shall be classified as Zelle® Small Business Service Users. The Zelle® Small Business Service is included in the definition of "Zelle® Payment Service".

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

## PERSONAL FINANCIAL MANAGEMENT SERVICES ADDITIONAL TERMS

### End user license agreement

This User Agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information ("Services"). Hereinafter, "you" or "your" means the end user of the Services ("User") and "us," "we," "our," or "Financial Institution" refers to the financial institution who provides User access to the Services. NCR Corporation, and MX Technologies, Inc. (collectively, the "Providers") are intended third party beneficiaries of this User Agreement and are entitled to enforce its terms.

#### 1. General.

- (i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Services.
- (ii) User agrees to allow NCR Corporation, its successors and assigns, and its and their third party services providers access and use of such Users' data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein "Aggregated Data" means User Data and information that has been stripped of all personally identifiable information. "User Data" for purposes of this definition, means User account information, account access information and registration information as provided by Users. Nonpublic Personal Information means information concerning Users and their past or present accounts; information falling within the definition of "nonpublic personal information" or "personally identifiable financial information" under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.
- (iii) Financial Institution has no liability to User or other third parties relating to any delays, inaccuracies or incomplete Services caused by the failure of Financial Institution to properly or timely meet its obligations or requirements in connection with the Services.
- (iv) User shall determine and be responsible for the completeness, authenticity and accuracy of all such information submitted to the Services.

**2. Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

**3. Content You Provide.** Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. The foregoing provision is not intended to authorize our service providers to offer products and services directly to you. Except as otherwise provided herein, we or our service provider may store, use, change, or display such information or create new content using such information.

**4. Power of Attorney.** You grant Financial Institution and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

**5. Third Party Accounts.** With respect to any third party sites, we may enable you to access through the Services or with respect to any non-Financial Institution accounts you include in the Services, you agree to the following:  
a. You are responsible for all fees charged by the third party in connection with any non-Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement

does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-Financial Institution account, you agree to direct these to the account provider.

b. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

**6. Limitations of Services.** When using the Services, you may incur technical or other difficulties. Neither we nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

**7. Acceptance of User Agreement and Changes.** Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

**8. Aggregated Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties, except as otherwise permitted by this User Agreement. Notwithstanding any other provision of this User Agreement, use of data collected through your use of the Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeting marketing activity may issue a display ad for a group of users, where each user is identified as having an open credit card account through a financial institution.

**9. Ownership.** You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

**10. User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institutions or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

**11. Indemnification.** You agree to defend, indemnify and hold harmless Financial Institution, its third party services providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

**12. Disclaimer.** The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution

and its third party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

**13. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**14. Other Items.** You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid.

## CREDIT SCORE SOLUTION ADDITIONAL TERMS

### Terms of Service

**Date of Revision:** February 23, 2021

These Terms of Service (“**TOS**”) govern Your access and use of the website located at [www.savvymoney.com](http://www.savvymoney.com), including all subdomains thereof (the “**Website**”) and any services, materials, publications and emails provided to You in conjunction with the Website (collectively, the “**Program**”). Portions or functionality contained on the Website may be available to You through the mobile app or other internet properties ( “**App**“ ) provided by Your Financial Institution (defined below). The Website and Program are provided to You by SavvyMoney, Inc. (“**SavvyMoney**”, “**we**” or “**us**”). By accessing or using the Website and Program, You (“**You**”) agree to be bound by this TOS. “**You**” includes both users who visit the Website or who may access the Program but are not registered with SavvyMoney and users who are registered with SavvyMoney to access features of the Website and Program made available only to registered users (“**Registered Users**”). If You do not agree to this TOS, You will not have the right to access or use the Website, Program or any portion thereof.

You represent that: (a) if You are entering into this TOS on behalf of another person, You are duly authorized by such person to enter into this TOS which will be binding upon both You individually and such other person (and “**You**” as used in this TOS shall refer to both), (b) You are of the legal age to form a binding contract with us, and (c) You are not a person barred from subscribing to, using or accessing the Website or Program under the laws of the United States or other applicable jurisdiction.

### 1. Changes to this TOS; Policies

We reserve the right to update or make changes to this TOS from time to time in our sole discretion, and we may notify You of changes by any reasonable means, including without limitation, by posting the revised version of this TOS on the Website, and these changes will become effective immediately upon the posting on the Website. You can determine when this TOS was last revised by referring to the “*Date of Revision*” at the top of this TOS. Your continued access or use of the Website and/or Program after any changes to this TOS have been posted shall constitute Your agreement and consent to such changes. Please return to this page periodically to ensure familiarity with the most current version of this TOS. You agree that Your use and access certain features of the Website and Program may be subject to any additional posted guidelines, rules, terms and conditions applicable to such features (collectively, “**Policies**”), which are hereby incorporated by reference into this TOS. In the event that any terms or conditions of such Policies contradict or are inconsistent with the terms and conditions of this TOS, such Policies will govern and prevail solely with respect to the specified features, if any, to which they apply.

### 2. Privacy Policy

Any information that You provide to us in registering with SavvyMoney or that You provide or transmit through the use of the Website and Program are governed by SavvyMoney's [Privacy Policy](#). Please read our [Privacy Policy](#) carefully. This TOS incorporates by reference the terms and conditions of our [Privacy Policy](#). Notwithstanding anything in our [Privacy Policy](#) or this TOS, You understand and agree that the Website and Program use the Internet and third party networks which are not secure, and SavvyMoney cannot guarantee that any transmission made by You while using the Website or Program is or will be secure.

### 3. Registered Users

In order to establish an account with us and to access certain features of the Website and Program, You are required to register with us. You may directly register with us or You may register with us through Your on-line banking account of Your credit union, bank or other financial institution (“**Financial Institution**”). Upon registering with us, an account will be established for You. If You register with us through Your Financial Institution and become a “**Partner Registered User**”, You may be able to access the Website and Your account directly through Your on-line banking account with Your Financial Institution. Additionally, in some instances, while You may not have registered with us through Your on-line banking account of Your Financial Institution, Your Financial Institution may sponsor Your registration with us.

### 4. Login Credentials

As a Registered User, You agree to provide us with true, accurate and complete information and to maintain and promptly update such information in order to keep it accurate. Without limiting any other provision of this TOS, if You provide any

information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate Your account and refuse any or all current or future uses of the Website, Program or any portion thereof. You agree not to share, resell, assign, transfer or sublicense Your access to the Website, Program or Your account to any third party. You further agree not to create a false or misleading identity on the Website. You agree and understand You are responsible for maintaining the confidentiality of Your password which, together with Your user ID (which may be Your e-mail address) ("**Login Credentials**"), allows You to access Your account. As a Partner Registered User, You may be able to access Your account with us directly through Your on-line banking account of Your Financial Institution, without having to insert Your Login Credentials. You agree to immediately notify us at [support@savvymoney.com](mailto:support@savvymoney.com) if You become aware of any actual or suspected unauthorized use of Your Login Credentials or any other breach of security related to Your account. We are not liable for any loss or damage arising from Your failure to comply with the foregoing. **YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES TAKING PLACE THROUGH YOUR ACCOUNT**, whether or not You are the individual who undertakes such activities.

## **5. About the Program**

The Program includes the following features: (i) credit score and report card, (ii) credit report, (iii) credit score simulator, and (iv) credit report monitoring, along with special personalized loan and other financial recommendations. You may be enrolled in one or more features of the Program. Your credit report card has a summary of information from Your credit report obtained from a credit reporting agency and may include helpful information about factors that influence Your credit risk score. The simulator estimates the score under different scenarios inputted by You and is for educational purposes only. It does not guarantee that Your score will rise or drop by the simulated score when You take actions described in such scenarios.

## **6. Credit Report Card Consent**

As part of becoming a Registered User, You authorize us to obtain Your credit report from a credit reporting agency on Your behalf for the purpose of providing You with Your credit report as well as the credit report card feature of the Program, which includes ongoing monitoring of Your credit profile. You agree that such consent constitutes "written instructions" under the Fair Credit Reporting Act and authorizes SavvyMoney to obtain Your credit report or other information from a credit reporting agency for the purpose of providing You with Your credit report (and credit report card feature of the Program). You grant this authorization on an ongoing basis and we may access Your credit report or other information from a credit reporting agency at least once per month. You may revoke Your ongoing authorization at any time by terminating Your SavvyMoney account. We do not obtain the credit report of any user who is less than eighteen (18) years of age.

## **7. Sale of Products**

In using the Website, You may be offered certain products (whether services, financial offers or merchandise) (each, a "**Product**"), which will be subject to the terms and conditions applicable to such Product. We are not responsible for any such Products unless we are the vendor of the Products, in which case the terms and conditions we have posted for such Products shall apply. Products may be offered to You by a Financial Institution based on information obtained from Your credit report.

## **8. Terminating Your Account with SavvyMoney and this TOS**

This TOS will continue in effect until terminated by either You or SavvyMoney as set out below.

### *Termination of Your Account*

If You are a Registered User, You may terminate Your account with SavvyMoney at any time by (i) cancelling Your account through the Website, or (ii) notifying SavvyMoney at [cancel@savvymoney.com](mailto:cancel@savvymoney.com) or in writing, to SavvyMoney's address at: 7901 Stoneridge Drive #207, Pleasanton CA 94588. Please allow up to ten (10) business days after receipt of Your notice for us to process Your request to cancel Your account.

SavvyMoney reserves the right to terminate Your account at any time, with or without prior notice to You, for any reason, including due to Your breach of this TOS. Lastly, if You are a Partner Registered User, Your Financial Institution has the right to directly terminate Your account, which may become effective without any prior notice to You.

Upon termination of Your account: (i) You will no longer be deemed a Registered User, (ii) You will not have the right to access the features of the Website and Program that are accessible only to Registered Users, (iii) You will not have the

right to access Your account data or files, and (iv) You may still be a user of the Website and Program unless and until this TOS is terminated by You or us.

### *Termination of this TOS*

You may terminate this TOS by ceasing all access and use of the Website and Program. SavvyMoney reserves the right to terminate this TOS, with or without prior notice to You, for any reason, including due to Your breach of this TOS. Upon termination of this TOS: (i) You do not have the right to access or use the Website or the Program, and (ii) Sections 2, 7, 8, 12, 14, 15, 16, 17, 18, 20 and 21 of this TOS will survive.

## **9. Your Use of the Program**

Your right to access and use the Website and the Program is personal to You and is not transferable by You to any other person or entity. You are only entitled to access and use SavvyMoney for lawful purposes. The Website and Program are intended only to assist You in Your financial organization and decision-making and are broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Website and Program may not be appropriate for Your situation. Accordingly, before making any final decisions or implementing any financial strategy, You should consider obtaining additional information and advice from Your accountant or other financial advisers who are fully aware of Your individual circumstances. Your access and use of the Website and Program may be interrupted from time to time for any of several reasons, including, without limitation, equipment malfunction, periodic updates, maintenance or repair, unavailability of third party services which have been integrated into the Website or Program, or other actions that SavvyMoney, in its sole discretion, may elect to take.

## **10. Online Alerts**

SavvyMoney may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts are sent to You following certain changes made to Your account. You do not need to activate these alerts. Although You may have the option to suppress some of these automatic alerts, we strongly recommend that You do not since some of them are security-related. Voluntary account alerts may be turned on by default as part of the Program. Such alerts may be customized, deactivated or reactivated by You from time to time. SavvyMoney may add new alerts, from time to time, or cease to provide certain alerts at any time in its sole discretion. Each alert has different options available, and You may be asked to select from among these options upon activation of Your alerts service. Electronic alerts will be sent to the email address You have provided as Your primary email address under Your account. If Your email address changes, You are responsible for making the change in the Profile section of Your account. Changes to Your email address will apply to all of Your alerts.

## **11. Data; Rights You Grant to Us**

You hereby grant SavvyMoney a non-exclusive, royalty-free, fully paid-up, right and license to use any or all data, information, comments or other content that You provide to us or otherwise transmit through the use of the Website and Program (collectively, "**Data**") for the purposes of providing You with the Website and Program. You represent and warrant that You are the exclusive owner of the Data or have all rights and licenses necessary to grant the rights to the Data that You have granted to SavvyMoney in this TOS, without the need to obtain any third party consents or permissions. As a Registered User, You expressly authorize SavvyMoney, on Your behalf as Your agent, to access Your credit report from one or more credit reporting agencies and to use and store such information for the purposes of making available to You certain features of the Program. Additionally, You grant SavvyMoney a limited power of attorney, and appoint SavvyMoney as Your attorney-in-fact and agent, to access Your credit report from one or more credit reporting agencies, as You could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN SAVVYMONEY ACCESSES AND RETRIEVES CREDIT REPORTS FROM ONE OR MORE CREDIT REPORTING AGENCIES, SAVVYMONEY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF A THIRD PARTY.

## **12. License; SavvyMoney's Intellectual Property Rights**

Subject to Your compliance with this TOS, and solely for so long as You are permitted by SavvyMoney to access and use the Website and Program, SavvyMoney grants You a limited, revocable, non-exclusive, non-transferable right to access and use the Website and Program for Your individual personal use only. Unless expressly granted to You in this TOS, SavvyMoney and its licensors (which may include Your Financial Institution) reserve and retain all rights, title and interest (including all intellectual property rights) in and to: (i) the Website and Services, including all content and other materials appearing therein, (ii) all data related to Your use of the Website and the Program which does not identify You and cannot be used to identify You, and (iii) the technology, systems and software used to provide the Website and Program. The Website and Program (including the underlying technology, systems and software comprising the Website and Program)

are protected by copyright, trademark, patent, and/or other proprietary rights and laws. All trademarks and service marks appearing within the Website or Program not owned by SavvyMoney are the property of their respective owners. The trade names, trademarks and service marks owned by SavvyMoney, whether registered or unregistered, may not be used without SavvyMoney's written consent or in any manner that is likely to cause confusion. You may download or print a copy of content or materials provided to You on the Website or as part of the Program for Your personal, internal and non-commercial use only and for no other purpose. SavvyMoney reserves all rights not expressly granted to You in this TOS.

### **13. Restrictions**

In accessing and using the Website and Program, You agree to abide by the following rules, restrictions and limitations:

- You will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website, Program or any portion thereof;
- You will not use any data mining software, robots, spiders or similar data gathering and extraction tools to retrieve, index, "scrape," "data mine," or in any way gather content or data from the Website or Program or otherwise circumvent the navigational structure or presentation of the Website or Program;
- You will not disseminate or transmit viruses, worms, Trojan horses, keyboard loggers, time bombs, spyware, adware, cancelbots, passive collection mechanisms, or any other malicious or invasive code or program or upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear gifs, pixels, web bugs, cookies or other similar devices;
- You will not attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of Website or the Program;
- You will not use the Website or Program in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Website, Program or any networks or security systems of SavvyMoney or its service providers, or otherwise interfere with other users' use of the Website or Program;
- You will not interfere with or circumvent any security feature or any feature that restricts or enforces limitations on the use of, or access to, the Website or Program;
- You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures of the Website or Program;
- You will not remove, change or obscure any copyright, trademark notice, trademark, hyperlink or other proprietary rights notices contained within the Website or Program;
- You will not attempt to impersonate another person; and
- You will comply with all applicable laws in Your access and use of the Website and Program, including the laws of Your country if You live outside of the United States of America.

### **14. Links to Third Party Sites**

The Website and Program may contain hyperlinks or other references to third party websites, including the websites of Financial Institutions ("**Third Party Sites**"). You may be subject to different terms and conditions that apply when You use Third Party Sites. You agree that You are responsible for reviewing and understanding any terms and conditions governing any Third Party Site and products or services provided within such Third Party Sites, and that SavvyMoney has no responsibility or liability for Your access and use of Third Party Sites.

### **15. Disclaimers; Limitation of Liability**

THE WEBSITE AND PROGRAM ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND THE USE THEREOF IS AT YOUR SOLE RISK. SAVVYMONEY MAKES NO, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NONINFRINGEMENT, AND TITLE WITH RESPECT TO THE WEBSITE AND PROGRAM, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. SAVVYMONEY DOES NOT WARRANT THAT: (A) THE WEBSITE OR PROGRAM (OR THE RESULTS OBTAINED FROM THE USE THEREOF) WILL BE TIMELY, ERROR-FREE, SECURE OR UNINTERRUPTED; (B) THE WEBSITE OR PROGRAM WILL MEET YOUR REQUIREMENTS; OR (C) ANY ERRORS OR MALFUNCTIONS IN THE WEBSITE OR PROGRAM WILL BE CORRECTED. SAVVYMONEY SHALL NOT BE LIABLE IN THE EVENT OF ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE OR PROGRAM, ANY INTERRUPTION, SUSPENSION OR CESSATION OF ACCESS TO THE WEBSITE OR PROGRAM, OR ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL OR MALICIOUS CODE WHICH MAY BE TRANSMITTED THROUGH THE WEBSITE OR PROGRAM BY ANY THIRD PARTY. SAVVYMONEY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT MADE AVAILABLE ON THE WEBSITE OR THE PROGRAM.



NEITHER SAVVYMONEY NOR THE PROGRAM IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. SAVVYMONEY IS NOT A FINANCIAL PLANNER, BROKER, TAX ADVISOR, OR A CREDIT COUNSELOR. The Program is intended only to assist You in Your financial organization and decision-making and is broad in scope. SavvyMoney does not act as Your agent in eliminating, reducing or settling Your debts, obtaining new or different loan terms for You, or improving Your credit history, credit rating, credit report, credit score or debt-to-income ratio. SavvyMoney does not provide accounting, tax, legal, real-estate, mortgage, and financial planning or investment advice.

SAVVYMONEY SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, COST OF SUBSTITUTE PROCUREMENT, ARISING IN WHOLE OR IN PART FROM YOUR USE OF (OR INABILITY TO USE) THE WEBSITE, PROGRAM OR ANY PORTION THEREOF, EVEN IF SAVVYMONEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SAVVYMONEY BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OR OTHER NETWORK (INCLUDING WITHOUT LIMITATION PHONE NETWORK OR OTHER TELECOMMUNICATIONS NETWORK) FAILURES OR "BROWNOUTS", COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS TOS, SAVVYMONEY'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO (1) FEES PAID BY YOU DURING THE 6 MONTHS PRECEDING THE DATE ON WHICH YOU NOTIFY SAVVYMONEY OF A CLAIM, OR (2) \$100.00 (ONE HUNDRED UNITED STATES DOLLARS). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE SAVVYMONEY'S LIABILITY. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE A REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

## **16. Your Indemnification of SavvyMoney**

You agree to indemnify and hold SavvyMoney and its officers, directors, shareholders and employees harmless from and against any loss, costs, liabilities and expenses (including reasonable attorneys' fees) resulting from Your breach of this TOS, Your use of the Website, Program, or any other related product or service, and any infringement by You of any intellectual property or other third-party right.

## **17. Governing Law and Forum for Disputes**

This TOS shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the United States of America. Any dispute arising from or relating to the subject matter of this TOS shall be finally settled by arbitration in San Francisco County, California, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this TOS, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California and the state courts located in San Francisco County, California. Use of SavvyMoney's Website and the Program are not authorized in any jurisdiction that does not give effect to all provisions of this TOS (including without limitation, this section). You understand that, in return for agreement to this provision, SavvyMoney is able to offer the Website and Program at the terms set forth in this TOS, and that Your assent to this provision is an indispensable consideration to this TOS. You also acknowledge and understand that, this provision governs with respect to any dispute with SavvyMoney, its officers, directors, employees, agents or affiliates, arising out of or relating to Your use of the Website or Program or arising from this TOS. YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE

CAPACITY, OR TO PARTICIPATE AS A REGISTERED USER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

## **18. Notices**

You authorize SavvyMoney (and Your Financial Institution) to send You notices and information regarding the Website and Program via email to the most current email address we have for Your account. You agree that such notice will be deemed sufficient notice, effective on the date of transmission, and You waive any rights to assert failure of notice. You agree that this TOS and all notices provided to You may be sent in electronic form and will have the same effect as they would if provided in printed form.

## **19. Claims of Copyright Infringement**

The Digital Millennium Copyright Act of 1998 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under United States copyright law. If You believe in good faith that materials transmitted through the Website infringe Your copyright, You (or Your agent) may send SavvyMoney a notice requesting that SavvyMoney remove the material or block access to it. Please provide the following information: (i) an electronic or physical signature of the owner (or person authorized to act on behalf of the owner) of the copyrighted work; (ii) a description of the copyrighted work that You claim has been infringed upon and sufficient information for SavvyMoney to locate such copyrighted work; (iii) information reasonably sufficient to permit us to locate the copyrighted work; (iv) Your address, telephone number, and e-mail address; (v) a statement by You that You have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

If You believe in good faith that someone has wrongly filed a notice of copyright infringement against You, the DMCA permits You to send SavvyMoney a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices should be sent to:

SavvyMoney, Inc.  
7901 Stoneridge Drive #207  
Pleasanton, CA 94588  
Attention: DMCA Agent  
or sent via email to [copyright@savvymoney.com](mailto:copyright@savvymoney.com)

SavvyMoney shall have the right to suspend or terminate the account of any Registered User, or access to the Website and Program to any other user, engaged in suspected repeated copyright infringement. SavvyMoney shall have the right to transmit the notification to the Registered User or other user transmitting or receiving the allegedly infringing material, and to transmit any counter-notification to the complaining party.

## **20. Notice for California Residents**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If You have a question or complaint regarding the Website or Program, please contact us at the “Contact Us” section below. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail to: 1625 North Market Blvd., Suite N112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

## **21. Miscellaneous**

If any provision of this TOS is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this TOS and will not affect the validity and enforceability of any remaining provision. This TOS, together with the Policies and Privacy Policy, constitute the entire agreement between SavvyMoney and You pertaining to any and all access and use of the Website or Program and supersede any and all prior or contemporaneous written or oral agreements between SavvyMoney and You pertaining thereto. No amendment or waiver of this TOS will be binding on SavvyMoney unless set forth in a writing expressly identifying this TOS and signed by an officer of SavvyMoney and You. Any caption, heading or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

## 23. Contact Us

If You wish to contact us regarding this TOS, You may do so:

Via email at: [support@savvymoney.com](mailto:support@savvymoney.com)  
Via mail at: SavvyMoney, Inc.  
7901 Stoneridge Drive #207  
Pleasanton CA 94588

## CARD SAFE ADDITIONAL TERMS

### Terms of Service

Date of Revision: July 16, 2024

#### 1. Description of Services

The Card Safe card management feature (“**Card Safe**”) is offered by Embassy Bank For the Lehigh Valley (“**Embassy Bank**”, “**us**”, “**we**” or “**our**”) for use by Embassy Bank cardholders. Embassy Bank’s Card Safe is intended to allow You to initiate certain activities for Your Embassy Bank payment card(s) that have been enrolled in Card Safe. Those activities may include but are not limited to the following:

- Registering Your card
- Activating and deactivating Your card
- Setting control preferences for: card usage including location, transaction, and merchant types; spend limits; and card on/off (“**Controls**”)
- Setting alert preferences for: card usage including location, transaction, and merchant types; spend limits; and declined purchases (“**Alerts**”)
- Viewing transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Reporting Your card as lost or stolen
- Reviewing Your spending by merchant type and/or by month
- Viewing a list of merchants storing Your card information for recurring or card-on-file payments

#### 2. Third-Party Services and Websites

Card Safe may enable access to Embassy Bank and third parties’ services and web sites, including GPS locator websites such as Google<sup>1</sup>. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google Maps<sup>1</sup>, those terms and conditions of use found at [http://maps.google.com/help/terms\\_maps](http://maps.google.com/help/terms_maps) and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps](https://www.google.com/help/legalnotices_maps), or such other URLs as may be updated by Google. To the extent Card Safe allows You to access third party services, Embassy Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

#### 3. Notifications

You agree to allow us to communicate with You via push notification, SMS and/or email with respect to the activities performed via Card Safe. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

Embassy Bank reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Embassy Bank’s Card Safe.

#### 4. Availability/Interruption.

You acknowledge that the actual time between occurrence of an event (“**Event**”) triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device (“**Notification**”) is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “**Commands**”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, Card Safe is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. Card Safe is subject to

transmission limitations and service interruptions. Embassy Bank does not guarantee that Card Safe (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with Card Safe may not be available for all transactions. Commands based upon the location of the mobile device where Card Safe is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

When You install the Embassy Bank Digital Banking Mobile Application ("**App**"), Your device will ask if You want to grant permissions for the App to access Your device's precise foreground and background location. If You do not grant those permissions, or if you restrict location permissions such that the App can only access Your Device's location while the App is open, certain Card Safe Controls and Alerts will not function.

You acknowledge and agree that neither Embassy Bank nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Embassy Bank nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. Embassy Bank, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification, or any form of active or passive filtering.

<sup>1</sup>Google and Google Maps are trademarks of Google LLC.