

Electronic Records Disclosures & Agreement

AGREEMENT 1 OF 3 - ONLINE BANKING ENROLLMENT

THIS ELECTRONIC DISCLOSURE AND CONSENT IS NOT APPLICABLE TO
ENROLLEES AT A FNB LOCATION.

FIRST NATIONAL BANK OF PENNSYLVANIA

ELECTRONIC RECORDS DISCLOSURE & AGREEMENT

(A) YOUR CONSENT IS REQUIRED

By enrolling in Online Banking you affirmatively consent to receiving the legal disclosures, agreements and instructions relating to your account(s) enrolled in Online Banking via electronic means for the purpose of this enrollment only. If you additionally choose to enroll in our Online Statement service, then your consent will be required for the electronic delivery of your account statements and notices as further outlined in the "Consumer Agreement for Online Services, Section 2 – Online Services" attached below which you will provide separately upon enrolling in the Online Statement service. You must consent to receiving these related legal disclosures, agreements, and instructions electronically before we can provide them to you in an electronic format. Your consent will only apply to the legal disclosures, agreements and instructions that are related to your enrollment in Online Banking. You will not be consenting to receiving other electronic records and disclosures at this time.

(B) WITHDRAWAL OF CONSENT

You have the right to withdraw your consent to receive the delivery of electronic statements if you have previously enrolled in the Online Statement service. You may withdraw your consent to the delivery of electronic statements and notices by contacting First National Bank Customer Service at 1-800-555-5455. If you cancel your Online Statement service, there may be fees associated with the delivery of your paper statements and notices.

(C) PAPER COPIES AND UPDATING INFORMATION

You may request a paper copy of your related legal disclosures, agreements, and instructions by contacting First National Bank Customer Service at 1-800-555-5455. We will not charge you any fees for providing you with a paper copy of the disclosures, agreements, or instructions. If you are enrolled in the Online Statement service and would like to receive a paper copy of a statement, please contact First National Bank Customer Service. We may charge you a fee to provide copies of your statement in paper format. Please refer to the Personal Account Fee Schedule or contact First National Bank Customer Service for more information. You may also update your email address by contacting the Customer Service Center or by accessing the "Preferences" tab within Online Banking.

(D) SYSTEM REQUIREMENTS TO ACCESS ELECTRONIC DOCUMENTS

To receive an electronic copy of your related legal disclosures, agreements, instructions, or statements, you must have the following:

- A personal computer or other access device which is capable of accessing the Internet
- A valid, active account with an Internet Service Provider or other means of accessing the Internet
- A display with a minimum resolution of 1024x768 pixels or above
- Software which permits you to receive and access "Portable Document Format" or "PDF" files (such as Adobe Acrobat Reader® available for free online at <http://www.adobe.com>)
- One of the following computer operating system and web browser combinations:

Operating System	Web Browser
Windows 7 or higher	Microsoft Internet Explorer 9.0 or higher Firefox 35 or higher Google Chrome Version 40.0 or higher
Mac OS X 10.8 or higher	Firefox 35 or higher Safari 7.0 or higher
Note: Beta versions of browsers or Operating Systems are not supported. Use of unsupported browsers or Operating Systems is at your own risk.	

By continuing the enrollment process in Online Banking, you acknowledge that you meet the requirements listed above to access this information.

(E) SYSTEM REQUIREMENTS TO RETAIN ELECTRONIC DOCUMENTS

To retain an electronic copy of your related legal disclosures, agreements, instructions, or statements, you must have one of the following:

- A. The ability to download copies of these documents to a hard disk drive or other storage media, or
- B. The ability to print these documents.

By continuing the enrollment process in Online Banking, you acknowledge that you meet the requirements listed above to retain this information.

(F) AFFIRMATIVE CONSENT

By continuing this enrollment process, you affirmatively consent to our Electronic Records Disclosure & Agreement. Specifically, you consent to receiving the legal disclosures, agreements, and instructions for your enrollment in Online Banking electronically and acknowledge that you meet the requirements listed above to access and retain this information.

END – ELECTRONIC RECORDS DISCLOSURE & AGREEMENT

Electronic Fund Transfer Act Disclosures

AGREEMENT 2 OF 3 - ONLINE BANKING ENROLLMENT

FOR ENROLLEES AT A FNB LOCATION, YOU WILL BE PROVIDED A COPY OF THESE ELECTRONIC FUND TRANSFER ACT DISCLOSURES IN WRITING AT ENROLLMENT.

FIRST NATIONAL BANK OF PENNSYLVANIA

FEDERAL RULES APPLICABLE TO ELECTRONIC FUNDS TRANSFERS

These rules are applicable only to consumer deposit accounts, which are accounts used for personal, family or household purposes, in connection with Online Services as defined in the "Consumer Agreement for Online Services, Section 1 – General Terms & Definitions" attached below. All capitalized terms located in these Electronic Fund Transfer Act Disclosures that are not expressly defined are defined in the Consumer Agreement for Online Services, Agreement 3 of 3 below.

(A) CONSUMER LIABILITY

1. NOTIFICATION TIMING

You must inform us immediately if you believe your Access Device, User ID, or Password for Online Services has been lost, stolen, misplaced, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Calling us via telephone is the best way to limit your potential losses.

2. YOUR MAXIMUM LIABILITY FOR UNAUTHORIZED TRANSFERS

Failure to notify us promptly may cause you to lose all of the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss or theft of your Access Device, User ID, or Password for Online Services, you can lose no more than \$50 if someone used your Access Device, User ID, or Password for Online Services without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Access Device, User ID, or Password for Online Services, and we can prove we could have stopped someone from using your ATM card, Debit Card, User ID, or Password for Online Services without your permission if you had told us, you could lose as much as \$500.

Also, if your account statement shows transfers that you did not make, including those made by ATM card, Debit Card, or via our Online Services or via other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. In our sole determination, if we determine that extenuating circumstances exist that would prevent you from reviewing your periodic statements and notifying us accordingly of unauthorized use we shall extend the time period allowed for providing such notice to us. Examples of extenuating circumstances include extended travel or hospitalization.

(B) METHODS OF NOTIFICATION OF UNAUTHORIZED TRANSFERS OR LOST SECURITY CREDENTIALS

If you believe your Access Device, User ID, or Password for Online Services has been lost or stolen, or if you notice unauthorized transfers on your statement or within your online history for your Online Services you may notify us in any of the following ways:

- A. Via Telephone - You can reach a customer service representative by calling (724)983-4125 or 1-800-555-5455 between 8 AM and 9 PM Eastern Time Monday through Friday and 8 AM to 5 PM on Saturday and Sunday except any Federal Reserve holiday.

- B. Via Secure Messaging – You can notify us by sending us a secure message from within Online Banking;
- C. In Person – You can bring your statement(s) with you to a branch office;
- D. In Writing - You can write to us at the address shown on your statement or:

First National Bank of Pennsylvania
Customer Service Center
3014 East State St
Hermitage, PA 16148

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

(C) YOUR PRIVACY & INFORMATION SHARING

1. PRIVACY & USE OF YOUR INFORMATION

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you perform through our Online Services ONLY in the following situations:

- A. Where it is necessary for completing transactions or delivering Online Services;
- B. Where it is necessary for activating additional services;
- C. In order to verify the existence and condition of your account to a third party, such as a credit bureau, merchant or Payee;
- D. To a consumer reporting agency for research purposes only;
- E. In order to comply with a governmental agency or court orders;
- F. To protect the personal safety of subscribers to our Online Services or the public;
- G. To defend claims; and
- H. As otherwise authorized by you.

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. You may review our Privacy Policy on our Online Banking Website. Please note that any information that is transferred to a third party in connection with your use of our Online Services is subject to that party's privacy policy.

You acknowledge that in connection with your use of the Mobile Deposit service, FNB, its affiliates and Service Providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another the names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Deposit service or software (collectively "User Information"). FNB, its affiliates and Service Providers will maintain reasonable safeguards to protect the User Information from unauthorized disclosure or use.

FNB, its affiliates and Service Providers also reserve the right to monitor use of Mobile Deposit and associated software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

2. CONSENT TO SHARE PERSONAL INFORMATION FOR THE ZELLE PAYMENT SERVICE

By accepting this agreement and further enabling or enrolling your accounts in the optional Zelle Payment Service as outlined in the “Consumer Agreement for Online Services” Section 2(G), you consent to our disclosure of your personal information (including bank account information) to Zelle, other Network Banks and other third parties 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, or debit card, as applicable;
- C. To comply with government agency or court orders;
- 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 terms of our Privacy Policy.

3. PROTECTING THE PRIVACY OF OTHERS

If you receive information about another person through the use of our Online Services, you agree to keep the information confidential and only use it in connection with the Online Service.

4. INFORMATION AUTHORIZATION

Your enrollment in our Online Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Zelle Payment Service or External Transfers Service as a Sender, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized credit 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 Zelle Payment Service Transaction Account and other accounts with us.

You further understand and agree that we reserve the right to use personal information about you for our everyday business purposes and those of our Service Providers' everyday business purposes. These everyday business purposes include, but are not limited to, maintaining your ability to access our Online Services, to authenticate you when you log in, to send you information about our Online Services, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with applicable 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 our Online Services including the content and layout of our Online Banking Website.

Additionally, both FNB 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. FNB 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, audit reasons, and as permitted by applicable law for everyday business purposes. In addition, FNB and our Service Providers may use, store and disclose such information acquired in connection with our Online Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services. This information may include, but is not limited to:

- A. **Mobile Subscriber Information.** You authorize us to share your mobile subscriber details with our Service Providers which will request your wireless carrier to use your mobile subscriber details for verifying your identity. 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 our 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 Online Service by devices associated with fraudulent or abusive activity. Such information may be used by us and our Service Providers to provide similar fraud management and prevention services for Online 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.

(D) YOUR RIGHT TO DOCUMENTATION OF BILL PAYMENTS & TRANSFERS

You have a right to receive receipts or other documentation when you perform an electronic funds transfer. Your ability to access this documentation is outlined by Online Service in the “Consumer Agreement for Online Services, Section 2 – Online Services” attached below. For each Online Service, as applicable, the “Receipts & Transaction History” section above describes these capabilities and your agreement with us regarding your rights.

For payments made through Online Bill Paying or Internal or External Transfers made through Online or Mobile Banking you may use your PC or laptop's printer to print a copy of your requests from within Online Banking.

(E) PERIODIC STATEMENTS

You will receive monthly checking account and line of credit account statements. If your savings account shows any EFT activity during a month, you will also receive a monthly statement for your savings account, rather than regularly scheduled quarterly statements. These statements will show all EFT activity for your account during the statement period, along with a description of the transaction type and payee.

(F) DIRECT DEPOSITS

If you arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may call us at 1-800-555-5455 on the day you expect to receive the deposit to find out whether or not the deposit has been credited to your account.

(G) NOTICE OF VARYING AMOUNTS

If your preauthorized payments to others vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice from them only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

(H) PREAUTHORIZED PAYMENTS

If you have told us in advance to make regular payments out of your account, you can stop any of these payments.

1. STOP PAYMENTS FOR PHYSICAL CHECKS

Stop payment orders can be placed online for physical checks from your check register. A stop payment fee will be deducted from your account.

2. STOP PAYMENTS FOR ELECTRONIC TRANSACTIONS

Stop payment orders for electronic transactions through Online Banking cannot be completed through Online Banking. You must call customer service at 1-800-555-5455 for stop payments on any type of electronic payments, debit card transactions, check by phone, ACH and other similar transactions. Stop payment orders must be placed by 10:00 P.M. Eastern Time to be effective the same day. Stop payment orders are effective for two years and can be extended. Please refer to your deposit account agreement for more information.) A stop payment fee will be deducted from your account.

3. STOP PAYMENTS FOR ONLINE BILL PAYMENTS

If you have arranged in advance to make Online Bill Payments from your designated checking account, you may stop the payment of these Online Bill Payments yourself or with our assistance. You may edit, change or delete Online Bill Payments scheduled to occur Monday through Friday up until 10 p.m. Eastern Time the day before the scheduled payment date.

If you wish to stop payment on a scheduled Online Bill Payment you previously authorized, but it is too late for you to cancel it yourself on our Online Banking Website, you must call us at 724-983-4125 or 1-800-555-5455. Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. Additionally, we must be given a reasonable opportunity to act on any stop payment request after a payment has been processed. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. You must confirm in writing your verbal stop payment order within fourteen (14) days of your verbal order, otherwise your verbal stop payment order will expire after fourteen (14) days. We may charge you a fee, as stated in our Personal Account Fee Schedule for each stop payment order you request for Bill Payments.

4. STOP PAYMENTS FOR INTERNAL TRANSFERS

If you have arranged for a Transfer from your deposit account to pay your loan account(s) with our Bank, or if transfer funds from one of your deposit accounts to another deposit account at our Bank, and you wish to stop or change a Transfer request, you may make such changes on Online Banking until 10 p.m. Eastern Time of the scheduled day of transfer/payment. If you wish to delete or change a Transfer after that time, you must call 724-983-4125 or 1-800-555-5455. We may ask you to complete a written notice of your request to stop a Transfer for our records. A fee may be charged for changes to Transfers after the transaction has been processed.

5. STOP PAYMENTS FOR EXTERNAL TRANSFERS

If you as a Sender desire to stop any transfer that has already been processed, you must contact customer care for the External Transfer Service pursuant to "Consumer Agreement for Online Services, Section 3 – Communication Between FNB and You" attached below ". Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable Personal Account Fee Schedule.

6. STOP PAYMENTS FOR ZELLE PAYMENT SERVICE PAYMENTS

You may cancel the initiation of a Zelle Payment Instruction or stop a Zelle Payment Instruction at any time until the processing of the Zelle Payment Instruction into the Receiver's Eligible Zelle Payment Service Transaction Account has begun. Zelle Instant Payments Payment Instructions may not be cancelled as the Zelle Payment Instructions will be processed immediately. Our ability to stop a Zelle Payment Instruction or recover funds associated with an unauthorized Zelle Payment Instruction will depend on the manner in which the Zelle Payment Instruction was initiated, and whether the Zelle Payment Instruction to the Receiver's Eligible Zelle Payment Service Transaction Account has begun processing.

Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable Personal Account Fee Schedule or as disclosed through the Online Banking or Mobile Banking user-interface. Payments not claimed by a Receiver will be automatically cancelled fourteen (14) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Zelle Payment Instruction initiated or attempted through the Zelle Payment Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Zelle Payment Service Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

(I) OUR LIABILITY

1. LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER

With the exception of Zelle Payment Service transactions, if you order us to stop a payment you have authorized through Online Banking (includes a single-payment transaction, as well as any prescheduled/regularly reoccurring Online Bill Payments you have established) prior to 10 p.m. Eastern Time the night before the scheduled payment date, and we or our processing agent do not do so, we and/or our processing agent will be liable to you for your actual, proven losses or damages. The deadline hour and the number of days listed above is the prior notice you must give us to effect an Online Banking stop payment order. We will give you at least 21 days' prior notice before implementing a change which extends the number of days needed to affect a stop payment order.

2. OUR LIABILITY FOR COMPLETING INTERNAL TRANSFERS

We will use reasonable efforts to make all your Internal Transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- A. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the Internal Transfer would exceed the credit limit of your overdraft account;
- B. The Internal Transfer service is not working properly and you know or have been advised by us about the issue before you execute the transaction;
- C. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, or interference from an outside force) prevent the proper execution of the Internal Transfer and we have taken reasonable precautions to avoid those circumstances.

3. OUR LIABILITY FOR COMPLETING EXTERNAL TRANSFERS

We will use reasonable efforts to make all your External Transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- A. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the External Transfer would exceed the credit limit of your overdraft account;
- B. The External Transfer service is not working properly and you know or have been advised by us about the issue before you execute the transaction;
- C. The External Transfer is refused as described in the "Consumer Agreement for Online Services, Section 2(D)18" attached below;
- D. You, as a Sender, have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,
- E. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the External Transfer and we have taken reasonable precautions to avoid those circumstances.

4. OUR LIABILITY FOR COMPLETING ONLINE BILL PAYMENTS

If we do not complete a Bill Payment request on time or in the correct amount according to your instructions received via Online Banking at www.fnb-online.com, we will be liable for your actual, proven losses or damages. However, there are some exceptions. We will NOT be liable in the following instances:

- A. If, through no fault of ours, you do not have enough money in your account to make the Bill Payment;
- B. If the Bill Payment would go over the credit limit on your line of credit used for overdraft protection;
- C. If circumstances beyond our control, such as an act of God, fire or other catastrophe, or by an electronic or computer failure prevents the transaction, despite the reasonable precautions that we have taken;
- D. If the funds in your account are subject to legal process or other encumbrances restricting use of the funds for such transfers;
- E. When your authorization has been revoked by operation of law or would exceed security limitations;
- F. When your User ID and/or Password is reported lost or stolen and you are attempting to use this User ID, or we have reason to believe that the Bill Payment requested is unauthorized;
- G. You have provided incomplete or inaccurate information regarding the payment recipient; or
- H. If the merchant or other financial institution fails to accept the Bill Payment you requested.

5. OUR LIABILITY FOR COMPLETING ZELLE PAYMENT SERVICE PAYMENTS

We will use reasonable efforts to complete all your Zelle 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:

- A. If, through no fault of ours, the Eligible Zelle Payment Service Transaction Account does not contain sufficient funds to complete the Zelle Payment Instruction or the Zelle Payment Instruction would exceed the credit limit of your linked overdraft account (if any);
- B. The Zelle Payment Service, Online Banking, or Mobile Banking is not functioning properly and you know or have been advised by us about the issue before you execute the Zelle Payment Instruction;
- C. The payment is refused as described in the "Consumer Agreement for Online Services, Section 2(G)19" attached below;
- D. You have not provided us with the correct information including, but not limited to, the correct Zelle Payment Instructions or Eligible Zelle Payment Service Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Zelle Payment Instruction; and/or,
- E. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, interference from an outside force, issues with other financial service providers) prevent the proper execution of the Zelle Payment Instruction.

Subject to our obligations under applicable laws and regulations, neither we nor Zelle shall have liability to you for any such 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. SUBJECT TO OUR OBLIGATIONS UNDER APPLICABLE LAWS AND REGULATIONS, YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE PAYMENT SERVICE.

(J) ERROR RESOLUTION NOTICE

You must notify us immediately if you think an amount, date, or other transaction information on your statement is wrong or if you need more information about a Transfer listed on your deposit account statement or on your online history within any Online Service. We must hear from you no later than sixty (60) calendar days after we sent you the FIRST statement on which the problem or error appeared. Methods you may use to contact us are outlined in “Consumer Agreement for Online Services, Section 3 – Communication Between FNB and You” attached below.

You must do the following to report an error:

- A. Tell us your name and account number;
- B. Describe the error or transfer you are unsure about and explain as clearly as you can, why you believe it is an error or why you need more information; and
- C. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will usually complete our investigation within 10 business days after you contact us and we will correct any error(s) promptly. However, if we need more time to investigate the transaction or obtain documentation, we may take up to forty-five (45) days to investigate your complaint or question.

If we need this additional time to determine if an error has occurred, we will credit your deposit account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. In the event we determine no error has occurred your account will be debited for the amount.

For errors involving new accounts, point-of-sale purchases, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may choose not to credit your account for the amount you have questioned during our investigation period.

If we determine an error did occur, we will notify you that your account has been credited and the amount of such credit, or that the provisional credit provided to you during our investigation was made final.

If we determine that there was no error, we will send you a written explanation of our conclusion within three (3) business days after we finish our investigation. You may request copies of the documents that we used in our investigation.

END - ELECTRONIC FUND TRANSFER ACT DISCLOSURES

Consumer Agreement for Online Services

AGREEMENT 3 OF 3 - ONLINE BANKING ENROLLMENT

FIRST NATIONAL BANK OF PENNSYLVANIA

CUSTOMER AGREEMENT FOR ONLINE SERVICES

Section 1 – General Terms & Definitions.....15

- (A) Outline of Agreement and Explanation of Terminology 15
- (B) General Definitions 15
- (C) Accounts Eligible for Online Services 16
- (D) Prerequisites to Obtaining Services 16
- (E) Security 17
- (F) Interruptions in Service..... 21
- (G) Area of Service 21
- (H) No Signature Required..... 21
- (I) Acceptable Use of Online Services..... 21
- (J) Lost Access Devices..... 23

Section 2 – Online Services23

- (A) Account Information..... 23
- (B) Online Statements & Notices..... 23
- (C) Transfers Between Accounts at FNB (“Internal Transfers”)..... 24
- (D) Transfers Between FNB Accounts and Non-FNB Accounts (“External Transfers”)..... 27
- (E) Online Bill Payment Service (“Online Bill Paying”)..... 31
- (F) Electronic Bill Delivery & Presentment (“eBills”) 36
- (G) Zelle Payment Service Person-to-Person Payments (“Zelle Payment Service” or “Zelle”)..... 38
- (H) FNB Direct Mobile Banking (“Mobile Banking”, “Mobile App”, “Text Banking”) 50

Section 3 – Communication Between FNB and You.....55

- (A) Contacting FNB via Telephone 55
- (B) Contacting FNB via Secure Messaging 56
- (C) Contacting FNB In Writing 56
- (D) Contacting FNB via Unsecure Email 56
- (E) Notices to You..... 56
- (F) Telephone Calls, Emails, and Text Messages to You 57
- (G) Notices to Us Regarding the Zelle Payment Service 58

Section 4 – Warranties & Limitations of Liability.....58

- (A) Disclaimer of Liability 58
- (B) Exclusions of Warranties..... 60

Section 5 – Intellectual Property.....60

- (A) Ownership of Materials 60
- (B) Intellectual Property 60
- (C) Grant of License 61

Section 6 – Suspension or Cancellation of Services61

- (A) Termination of Agreement and Online Services 61

Section 7 – About this Agreement62

- (A) Severability 62
- (B) Headings and Captions 62
- (C) Complete Agreement..... 62
- (D) Survival 63

(E)	Remedies For Breach	63
(F)	Indemnification & Releases	63
(G)	Arbitration of Disputes	64
(H)	Alterations & Amendments	66
(I)	Waivers	66
(J)	Waiver of Jury Trial	66
(K)	Waiver of Class Action Claims	66
(L)	Assignment	67
(M)	Governing Law	67

SECTION 1 – GENERAL TERMS & DEFINITIONS

(A) OUTLINE OF AGREEMENT AND EXPLANATION OF TERMINOLOGY

This Customer Agreement for Online Services ("Agreement") consists of the following: the terms and conditions that apply to your account(s) and your use of our various online services ("Online Services") in addition to the required Federal regulatory disclosures that apply to information about your account and/or account activity accessed or originated using the Internet including the disclosures in "Electronic Records Disclosure & Agreement", attached above.

This Agreement is in addition to any other agreements between us, such as the Deposit Account Agreement, which was provided to you when you initially opened your accounts and, if applicable, the overdraft protection or line of credit agreements you may have received when you enrolled in overdraft protection. If there is a conflict between any term or condition in this Agreement and those contained in other agreements between you and us, this Agreement will supersede those other agreements for all aspects pertaining to Online Services. By using Online Services, you acknowledge that you have read and agree to this Agreement. Please read this Agreement carefully. This Agreement outlines the legally binding terms and conditions for your use of our Online Services.

Defined terms that are capitalized shall have the same meaning throughout this Agreement.

(B) GENERAL DEFINITIONS

- A. **"Access Device"** means any device we support in order for you to access your account information or to conduct transactions using our Online Services including but not limited to your desktop computer, laptop computer, mobile phone, tablet, etc.
- 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. **"Customer Service"** means the Customer Service department of First National Bank of Pennsylvania. You may contact Customer Service at 1-800-555-5455.
- E. **"Online Services"** means the products and services outlined in this agreement which allow you to access your information and conduct transactions through the Internet and includes Online Banking, Online Bill Paying, Internal Transfers, External Transfers, Person-to-Person Payments, Mobile Banking through FNB Direct, and any other electronic method we introduce in the future.

- F. **"Sender"** is a person or business entity that sends a payment instruction or transfer Instruction through our Online Services.
- G. **"Service Provider"** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.
- H. **"Online Banking Website"** means the online banking website through which the Online Services are offered or accessed.
- I. **"We", "us", "our", "FNB" or "Bank"** means First National Bank of Pennsylvania.
- J. **"You" or "Your"** means each person who has an interest in an account or other relationship with us which is accessible through our Online Services and/or any person authorized to have such access to your accounts.

(C) ACCOUNTS ELIGIBLE FOR ONLINE SERVICES

Generally speaking, the following accounts are available within Online Banking and are eligible for Online Services unless otherwise noted: checking accounts, savings accounts, money market accounts, lines of credit, installment loans, mortgages, retirement accounts, and certificates of deposit (collectively "Eligible Accounts"). We may also display to you other accounts for informational purposes that do not permit transactions through our Online Services such as credit cards and safe deposit boxes, if applicable. For more information on which accounts can be used with each individual Online Service, please see "Section 2 – Online Services" (i.e. while certificates of deposit and credit cards are available to be viewed within the Online Banking service, they are not eligible bill payment funding accounts for our Online Bill Payment service).

(D) PREREQUISITES TO OBTAINING SERVICES

1. TO UTILIZE OUR ONLINE SERVICES, YOU MUST HAVE THE FOLLOWING:

While each Online Service has its own requirements listed further in this agreement, at a minimum to use any Online Service you must have the following:

- A. An eligible deposit, line of credit, or installment loan account with FNB;
- B. A personal computer or other Access Device which is capable of accessing the Internet;
- C. A valid, active account with an Internet Service Provider or other means of accessing the Internet;
- D. A display with a minimum resolution of 1024x768 pixels or above; and
- E. One of the following computer operating system and web browser combinations:

Operating System	Web Browser
Windows 7 or higher	Microsoft Internet Explorer 9.0 or higher Firefox 35 or higher Google Chrome Version 40.0 or higher
Mac OS X 10.8 or higher	Firefox 35 or higher Safari 7.0 or higher

Note: Beta versions of browsers or Operating Systems are not supported. Use of unsupported browsers or Operating Systems is at your own risk.

By continuing the enrollment process in Online Banking, you acknowledge that you meet the requirements listed above to access this information.

2. ELIGIBILITY FOR THE ZELLE PAYMENT SERVICE

When you register 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 are at least 18 years of age and you have the authority to authorize debits and credits to the registered bank account.

3. ELIGIBILITY FOR TRANSFERS BETWEEN FNB ACCOUNTS AND NON-FNB ACCOUNTS (“EXTERNAL TRANSFERS”)

- A. The External Transfer service is available only to individual residents of the United States who can form legally binding contracts under applicable law.
- B. Without limiting the foregoing, the External Transfer service is not available to minors.

(E) SECURITY

1. SECURITY CREDENTIALS

To enroll in the Online Services, you must select a User ID, a Password, and establish answers to security questions in order to validate your identity (collectively “Security Credentials”). A User ID is an alphanumeric code of your choice used to access the Online Services in conjunction with your Password. Your Password, coupled with your User ID is a unique code that identifies you within our Online Services. Out-of-Band Authentication (see 4. Enhanced Account Security Service below) and/or Security questions and answers will be used to further verify your identity in the event you attempt to access Online Services from a computer or device which is unfamiliar to us or if you attempt a transaction which we feel warrants further identification.

When you use our Online Services you agree to the terms and conditions we have set out in this Agreement and any instructional material that is provided to you in regard to the Online Services. Our Online Services may be accessed through the use of Security Credentials or other means which we agree will properly establish your identity and permissions for accessing the accounts and performing transactions. We may also require you to use certain software or hardware in order for us to positively establish your identity or to provide electronic communications to you in a manner which is acceptable to us. You acknowledge that use of your Security Credentials any accompanying information used to establish your identity is the agreed security procedure to access the Online Services through any Access Device such as a PC, laptop, or any other supported mobile device.

For your protection you agree to abide by the following recommendations when selecting Security Credentials:

- A. Do not use the same User ID that you use for accessing other FNB Online Services or those for other financial institutions.

- B. Do not include your account number or any part of your name in your User ID or Password.
- C. Select a Password that is meaningful only to you and does not contain any of your personal identification information, such as your date of birth or social security number.
- D. Do not select security questions whose answers are easily identified through the use of social media like Facebook, LinkedIn, Twitter, etc.

2. SHARING SECURITY CREDENTIALS IS PROHIBITED

Each individual requesting access to an account, including each account owner of a jointly held account or each authorized signer on an account, will select personalized Security Credentials upon completing the enrollment for Online Services. We do not permit shared access whereby one or more people use the same Security Credentials to access Online Services. By not permitting shared access, we are better able to protect your account security. Individual access enables us to identify the party who originated transactions on the account (i.e. transfers and bill payments, etc.) If access is required by a non-owner, this may be accomplished by using the User Management Feature outlined below.

You agree to keep your Security Credentials and account number(s) confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Online Services. You agree that you will not share this information with anyone else. If you share this information with others, you will be fully liable for any and all transactions initiated by these individuals to the same degree as if you had conducted the transactions yourself. If you disclose your Security Credentials and/or account numbers to others, or authorize others to access your accounts through Security Credentials issued directly to them outside of the capabilities described in “3. Online Banking User Management Feature” below and later want to prevent such person(s) from gaining access to your account information or conducting transactions with your accounts, you must close your accounts and open new ones. If you close your account(s) and open a new account(s), you are solely responsible for paying all associated costs, ordering new checks, and notifying parties of the new account numbers for preauthorized payments and automatic deposits.

If you cannot access an account that you are an owner of or a signer on, or if you believe that your Security Credentials have been lost or stolen or that someone may attempt to use Online Services without your consent or has transferred money without your permission, you must notify us at once by calling 724-983-4125 or 1-800-555-5455 during normal business hours. If you are calling after hours to report a lost or stolen ATM, debit card, or credit card you will hear a prompt directing you to our lost/stolen reporting line. Please note that the timeliness of your notice impacts your liability for unauthorized transfers. See “Electronic Fund Transfer Act Disclosures” for more information.

3. ONLINE BANKING USER MANAGEMENT FEATURE

If you would like to provide account access to someone other than an account owner, you may do so by using our “User Management” feature within Online Banking. With this feature, you can add or remove Online Banking access for authorized individuals (“Authorized Users”), modify their access level, or view transactions performed by these Authorized Users. When you set up an Authorized User, you define which accounts they can view and whether or not they are permitted to conduct transactions on those accounts.

You must think carefully before you allow anyone to become an Authorized User. If you establish access for an Authorized User, please be advised that:

- A. The Authorized User has access to the accounts you assign via their own unique User ID and Password until you change or revoke access from within the Online Banking “Preferences” screen. This access may include access through Online Banking or other access methods which use the Online Banking Security Credentials. Authorized Users do not have access to Mobile Banking.
- B. Any account owner can use Online Banking to establish Authorized Users. Authorized Users do not have the ability to establish other Authorized Users nor view or monitor other Authorized Users. You are solely responsible for obtaining permission from other account owners (if any) in order to provide this access.
- C. If you provide the Authorized User access to view your accounts (i.e. you select “Read (With information Reporting) Access” for a given account when enrolling the Authorized User), the Authorized User will have the same access to information about the Account as you have.
- D. If you provide the Authorized User with the ability to perform transactions (i.e. you select “Create Transactions Access” for a given account when enrolling the Authorized User), the Authorized User can perform any transaction within Online Banking that you can perform as an account owner with the exception of performing External Transfers, performing Zelle Payment Service Person-to-Person Payments, enrolling or changing document delivery options, adding new Bill Pay payees or enrolling in Overdraft Services. If you select the “Quick Payment” option, the Authorized User is able to make Bill Payments to your existing payee list. There is no ability for you to allow some transactions while disallowing others. Authorized Users who are granted transactional capabilities also have the ability to order/reorder checks and request stop payments.
- E. You are liable for all transactions (and related fees, if any) made by any Authorized User as if you had made them yourself.
- F. We will not monitor your Authorized User’s transactions on your account(s). You are solely responsible for monitoring your Authorized User’s transactions.

4. ENHANCED ACCOUNT SECURITY SERVICE

Our Enhanced Account Security service works in conjunction with your User ID and Password to provide enhanced authentication to help ensure the security of your accounts. With enhanced authentication, we verify your identity using two different factors: something that only you know (User ID, Password, and Security Questions) and something that only you have in your possession (the Online Banking Security Alert code).

During enrollment in Online Banking you will be asked to review and accept terms and conditions for this service. These terms and conditions for Enhanced Account Security are incorporated herein by reference and is made part of this Agreement.

5. YOUR RESPONSIBILITIES FOR ENSURING YOUR ACCOUNT SECURITY

To ensure adequate protection for your transactions and personal information available within our Online Services, you agree not to access Online Services from any unsecured connection such as public Wi-Fi networks. Generally, any Internet connection that does not require a password is unsecure.

Additionally, by accessing Online Services you confirm that you are using the current version of the software required to access our Online Services as outlined in this agreement and updated from time to time on our

Online Banking Website. You agree to maintain an updated version of your supported operating system and web browser combination. For Online Services available via our mobile application this also includes maintaining an updated mobile operating system, mobile web browser, and the most recent version of our mobile application.

You are solely responsible for ensuring that you have up-to-date software including any necessary security patches installed on your laptop, PC, phone, tablet or other Access Device. You further agree to install and maintain updated versions of appropriate firewall and anti-virus protection on any Access Device you utilize to access Online Services. You agree that we have no liability for your failure to download and install updates to this software.

You agree that we are not liable for viruses, worms, Trojan horses, or other similarly harmful components that may enter your computer system directly or indirectly by accessing information, software, or other materials from other websites we offer as links. You further agree that we are not liable for any damages which these viruses may cause to any of your hardware components, software programs or data files.

You agree that by using the Online Services information about your banking accounts and transactions will be transmitted over the Internet. You agree that we will have no liability to you, if an unauthorized third party obtains information about your banking accounts or transactions despite reasonable precautions we have taken to maintain the confidentiality of such information.

You agree that any and all account information which you download or otherwise retain from our Online Services becomes your property and it is your responsibility to safeguard and protect this information from others.

If you opt to use the “Online Banking User Management Feature”, as outlined above, you agree to exercise caution when granting others access to your accounts. You further agree that if you provide access to an Authorized User, you are fully liable for any and all transactions initiated by these individuals to the same degree as if you had conducted the transactions yourself. We will not monitor your Authorized User’s transactions.

6. RESTRICTING ACCESS

We reserve the right to block access to the Online Services in order to maintain or restore security to our Online Services, Online Banking Website, and associated systems, or if we reasonably believe your User IDs, Passwords, or security questions and answers have been or may be obtained or are being used or may be used by an unauthorized person(s).

7. LINKS AND FRAMES

For your convenience, within our Online Services we may provide links to other websites (“External Websites”). By providing these links, we are not endorsing, sponsoring or recommending any such sites or the materials disseminated by or services provided by these sites. We are not responsible for the content, materials, or services located within these sites or related to these sites. We make no representations concerning the content of sites listed in any of the links on our 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 External Website.

For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the External Website. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement.

These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the External Website may send cookies to users that we do not control. 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 External Website.

(F) INTERRUPTIONS IN SERVICE

On a regular basis we may perform maintenance on equipment and/or systems which may result in interruptions to the Online Services. We may attempt to provide prior notice of such interruptions and changes, but we cannot guarantee that such notice will be provided by us or received by you. We are not liable for any losses, damages, or claims you may have from an interruption in or change to the Online Services regardless of whether or not you received a notice.

(G) AREA OF SERVICE

The Online Services described in this Agreement and any other services available from our Online Banking Website are available to current Bank customers who have an Eligible Account and have successfully enrolled in the service. If you are a current customer with an Eligible Account, you may access Online Services anywhere in the world if unrestricted Internet service is available.

(H) NO SIGNATURE REQUIRED

When any Online Bill Payment or other service generates items to be charged to your account, you agree that we may debit your account(s) on which the item is drawn without requiring your signature on the item and without prior notice to you.

(I) ACCEPTABLE USE OF ONLINE SERVICES

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of our Online Service, regardless of the purpose of the use, and for all communications you send through these Online Services. We 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 using our Online Services, you agree that you will not attempt to:

- A. Access any software or Websites for which your use has not been authorized; or
- B. Use or attempt to use a third party's account without authorization from that party; or
- C. Interfere in any manner in the provision of, the security of, or the customers of the Online Services, the Online Banking Website, or software.

In addition, you are prohibited from using our Online Services for communications or activities that:

- A. Would be contrary to FNB's business interest or those of our Service Providers or Affiliates;

- B. Would be to the FNB's actual or potential economic disadvantage in any aspect or those of our Service Providers or Affiliates;
- C. Violate any law, statute, ordinance or regulation;
- D. Impose an unreasonable or disproportionately large load on our infrastructure;
- E. Constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Online Service or the portion of the website or app through which the Online Service is offered without our prior written permission;
- F. Constitute use of any device, software or routine to bypass technology protecting the Online Services, or interfere or attempt to interfere, with the Online Service; or
- G. May cause us or our Service Providers or Affiliates to lose any of the services from our internet service providers, payment processors, or other vendors.
- H. Transmit or disseminate junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material;
- I. Infringe or violate any intellectual property rights, copyright, trademark, right of publicity or privacy, or confidentiality, or the legal obligations of any wireless service provider, its clients or subscribers, or any other proprietary right under the laws of any jurisdiction;
- J. Transmit or disseminate material or data, that is illegal, or material or data, as determined by the Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Bank or any third-party service provider involved in the provision of Online Services; or
- K. Promote hate, violence, racial intolerance, or the financial exploitation of a crime;
- L. Include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous;
- M. Transmit or disseminate material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;
- N. Facilitate any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that may damage or are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- O. Transmit or disseminate any material or information that is false, misleading, or inaccurate;
- P. Transmit or disseminate any material that would expose the Bank, any third-party service provider involved in providing Online Services, or any other third party to liability; or

- Q. Transmit or disseminate any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of FNB, our Service Providers, or any third party.

We encourage you to provide notice to us by the methods described in “Section 3 – Communication Between FNB and You” of any violations of this section or of the Agreement generally.

In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of our Online Services or this Agreement.

(J) LOST ACCESS DEVICES

In the event your enrolled Access Device (including, but not limited to, your mobile phone, laptop, or tablet device) is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such missing 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, including but not limited to, data associated with your enrollment in the FNB Direct Mobile App, FNB Text Banking, or the Zelle Payment Service.

SECTION 2 – ONLINE SERVICES

(A) ACCOUNT INFORMATION

1. SERVICE INTRODUCTION

If you are an owner or authorized signer on an Eligible Account and you requested access to these account(s) through Online Services, then you may view transactions and obtain account history for your Eligible Account(s) on our Online Banking Website. Account summaries, interim statements and images of canceled checks are available online the day after items are posted to your account(s).

2. ELIGIBLE ACCOUNTS

Generally speaking, you can access account information for the following accounts within our Online Services: checking accounts, savings accounts, money market accounts, certificates of deposit, installment loans, lines of credit, mortgages, credit cards, and safe deposit boxes. Please note that not all accounts may be accessible through all Online Services and that certain transactions may be limited to certain types of accounts. Please review the “Eligible Accounts” section of each Online Service for more information about accounts eligible to be viewed or used within each Online Service.

(B) ONLINE STATEMENTS & NOTICES

1. SERVICE INTRODUCTION

With the Online Statements & Notices Service you have the ability to view certain account statements online in electronic format in lieu of receiving paper statements. Additionally, you may opt to receive associated account notices in electronic format as well. When your statement or notice is available online we will send you an email notice to your email address on file within Online Banking.

2. HARDWARE OR SOFTWARE REQUIREMENTS FOR ONLINE STATEMENTS & NOTICES

The hardware and software requirements needed to access and retain electronic documents is outline is “Electronic Records Disclosure & Agreement” attached above.

3. ENROLLMENT

To enroll in Online Statements & Notices, you must first enroll in Online Banking and then establish your settings within the setup process or subsequently via the “Online Statement & Notice Enrollment” section of the “Preferences” tab. You may opt to receive only statements or both statements and notices in electronic format.

4. ELIGIBLE ACCOUNTS

Generally, the following account types are eligible for Online Statements & Notices: checking accounts, savings accounts, installment loans, and lines of credit. Online Statements for credit cards are not currently available within Online Banking but may be accessed via the credit card website. Checking accounts used for sweep services are not eligible for Online Statements.

5. FEES FOR ONLINE STATEMENTS & NOTICES

While we do not currently assess fees for the Online Statements & Notices service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with Online Statements & Notices will be outlined in our Personal Account Fee Schedule. Some bank accounts require the use of Online Statements. Per the terms of your account agreement you may incur a fee if you opt to instead receive paper statements. Please consult your account agreement for more information on the fees associated with your specific accounts.

6. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

If you have signed up for Online Statements, your statements will be posted online for your review and we will send you notice via email that your statement is available to view. You agree to maintain and provide us a valid email address for our use to provide notices and will immediately inform us if you are unable to open and read any electronic communication or information, including your account statement and notices.

In the event that you fail to provide us with a valid email address or fail to provide us with notice of a change in your email address, you are responsible for reviewing your account statement(s) online. We will post your statement each month on a certain date. You will need to access Online Banking to verify which date your statement will post each month. By establishing Online Services and enrolling in the Online Statement & Notice service, you acknowledge that your account statement is available to you online and that it is your responsibility to review this account statement monthly regardless of whether or not you receive notice that your account statement is available to view.

(C) TRANSFERS BETWEEN ACCOUNTS AT FNB (“INTERNAL TRANSFERS”)

1. SERVICE INTRODUCTION

The Internal Transfers service allows you to perform one-time and recurring funds transfers between eligible FNB accounts within Online Banking.

2. HARDWARE OR SOFTWARE REQUIREMENTS FOR THIS SERVICE

There are no specific hardware or software requirements for the use of this service beyond those required to access the Online Banking service.

3. ENROLLMENT

There is no separate enrollment for the Internal Transfer service. Your enrollment in this service is tied to your enrollment in Online Banking.

4. RECEIPTS & TRANSACTION HISTORY

You may view at least twenty-four (24) months of your Internal Transfer transaction history by logging into your account and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

5. ELIGIBLE ACCOUNTS

When using Internal Transfers, you may transfer funds from these types of accounts: checking accounts, savings accounts, money market accounts, and lines of credit (excluding credit cards). Furthermore, when using Internal Transfers, you may transfer funds to these types of accounts: checking accounts, savings accounts, money market accounts, lines of credit (excluding credit cards), installment loans, and mortgages.

6. TRANSACTION TYPES, LIMITATIONS & RESTRICTIONS ON INTERNAL TRANSFERS

You may transfer funds from your line of credit (excluding credit cards), checking, savings, and money market accounts to any of your eligible line of credit (excluding credit cards), checking, savings, money market, installment loan, or mortgage accounts at the Bank. You may also transfer funds from your checking account or savings account to make a payment on your installment loan or line of credit (excluding credit cards) at the Bank, but you may not use a line of credit or credit card to make a loan payment. Lines of credit, checking, savings and money market accounts that require two or more signatures are not eligible for Internal Transfers.

Your request to transfer funds from your line of credit means that you agree to an amendment to your note that Online Services will be considered an additional access device for your line of credit, along with your line of credit access checks.

You may make principal-only payments to your eligible installment loan and line of credit account (excluding credit cards) using Internal Transfers. By selecting "Principal-Only Payment", this additional payment(s) will be applied to your loan principal. Please note, this additional payment(s) will not reduce or eliminate your next regularly-scheduled loan payment(s). If you prefer, this payment can be applied to future, regularly scheduled payments of both interest and principal by selecting "Regular Payment" instead.

The number of Internal Transfers you may make from your checking account(s) or line(s) of credit is unlimited. Federal law limits the number of Internal Transfers you may make per month to six (6) transfers for each of your savings. For your money market account(s), you are limited to six (6) transfers per statement cycle. You cannot make Internal Transfers from your certificates of deposit, and retirement accounts may only receive Internal Transfers from another Eligible Account.

The total amount of Internal Transfers from an Eligible Account cannot exceed the Eligible Account's available balance. Any Internal Transfer request in excess of the Eligible Account's available balance will not be processed. Additionally, no single transfer can exceed \$999,999.00.

7. FEES FOR INTERNAL TRANSFERS

While we do not currently assess fees for the Internal Transfers service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with Internal Transfers will be outlined in our Personal Account Fee Schedule. If you have been approved for and have accepted the Bank's Overdraft Services and an Internal Transfer, along with other account activity processed in the same business day, results in a returned item fee or overdraft fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our Personal Account Fee Schedule. If you frequently overdraw your account due to Internal Transfers, we reserve the right to terminate your usage of this service.

8. PROCESSING TIMEFRAMES FOR INTERNAL TRANSFERS

For the purposes of processing real-time transactions, Internal Transfers will update your available balance immediately upon completion of the Internal Transfer regardless of the day or time. This means that you will have access to these funds via electronic transactions such as ATM withdrawals and ATM/debit card point-of-sale purchases as soon as the transfer has been successfully completed. **This does not necessarily mean that these Internal Transfers will be available for the purpose of paying transactions in nightly processing. Nightly processing occurs at the end of every Business Day.** Checks, miscellaneous debits, service charges and fees, returned deposited items, wire transfers, ACH withdrawals, money market withdrawals, account closing withdrawals, and loan payments, collectively "Nightly Items", are paid during nightly processing. The availability of Internal Transfers to cover Nightly Items, is determined by the day and time the Internal Transfer is successfully completed.

Internal Transfers performed BEFORE 10:00 PM on a Business Day:

These funds will be eligible to cover Nightly Items in that day's nightly processing window unless those funds are removed by a transaction, performed by You, in advance of the completion of nightly processing. This means that funds transferred before 10:00 PM, which remain in your account during nightly processing, will be reflected in the balance we use to pay the Nightly Items listed above.

Internal Transfers performed AFTER 10:00 PM on a Business Day or on a non-Business Day:

These funds will not be available to cover that day's Nightly Items and will instead be available to cover transactions on the next Business Day unless those funds are removed by You in advance of the next nightly processing window. A Business Day is Monday through Friday and does not include Saturdays, Sundays, or Federal Reserve holidays.

To ensure timely credit for a loan payment, you should schedule an Internal Transfer from your checking or savings account at least one Business Day before the loan payment due date.

9. PERFORMING A TRANSACTION

You may schedule Internal Transfers using our Online Services at your discretion. You may delete or change an Internal Transfer request, which you made earlier in the same Business Day, until 10 p.m. Eastern Time. You

must call the Bank's customer service at (724) 983-4125 or 1-800-555-5455 the next Business Day if you want to change or reverse an Internal Transfer request after 8 p.m. Eastern Time. A fee may be assessed for changing or reversing an Internal Transfer after it is processed.

(D) TRANSFERS BETWEEN FNB ACCOUNTS AND NON-FNB ACCOUNTS ("EXTERNAL TRANSFERS")

10. SERVICE INTRODUCTION

External Transfers enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

11. EXTERNAL TRANSFERS DEFINITIONS

- A. **"Eligible External Transfer Account"** means a checking, money market or savings account held at FNB to and from which you can send external transfers.
- B. **"Recipient Account"** is the account to which your funds will be credited; if you are sending funds from your FNB account to a third-party bank account, the third-party bank account is the Recipient Account; if you are sending money from an external third-party bank account to FNB, the FNB account is the Recipient Account.
- C. **"External Account"** is the eligible checking, money market or savings account held at a third-party financial institution.
- D. **"Sender"** is a person or business entity that sends an external transfer through the Service.
- E. **"Transaction Account"** is the FNB Account from which your External Transfer Service fees will be automatically debited, or to which funds will be returned in the event we cannot complete a transfer.
- F. **"Transfer Instruction"** is the information provided by you to the Service for a transfer of funds to a Recipient Account.

12. SERVICE PROVIDERS

We are offering you the External Transfers service through one or more "Service Providers" that we have engaged to render some or all of the External Transfers service to you on our behalf. 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 intended 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 terms are defined in "Section 1 – General Terms & Definitions" above.

13. SERVICE PROVIDER'S RELATIONSHIP WITH YOU

Our Service Provider is an independent contractor for all purposes, except that they act as your agent with respect to the custody of your funds for the External Transfer service. Given the nature of this service, our Service Provider cannot and does not guarantee the identity of any user of the External Transfer service (including, but not limited to, accounts to which you send payments). You acknowledge that it is your sole responsibility to review any external accounts which are linked to your FNB accounts for the purposes of External Transfers.

14. HARDWARE OR SOFTWARE REQUIREMENTS FOR THIS SERVICE

There are no specific hardware or software requirements for the use of this service beyond those required to access the Online Banking service.

15. ENROLLMENT

While there is no separate enrollment for the External Transfer service, you must add an External Account, which you own, at another financial institution in order to use this service. Your enrollment in this service is otherwise tied to your enrollment in Online Banking. When adding an External Account, we will verify your ownership of that account in one of two ways:

- A. **Real Time Verification** – With Real Time Verification you will be asked to provide your existing login credentials you use when accessing the External Account. We will then securely verify your account ownership with the third-party financial institution who holds your External Account. If you choose this option please note that we will not retain, store, or otherwise use this login information in any way apart from validating your account ownership.
- B. **Trial Deposit Verification** – With Trial Deposit Verification, we perform two small-dollar deposits to your Recipient Account. You must validate these deposits to complete the process of adding a Recipient Account.

16. RECEIPTS AND TRANSACTION HISTORY

You may view up to seven years of your External Transfer transaction history by logging into your account and looking at your External Transfer transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

17. ELIGIBLE ACCOUNTS

Deposit accounts such as checking accounts, savings accounts, and money market accounts held at FNB in your name only are eligible to be designated Transaction Accounts for External Transfers. Deposit accounts such as checking accounts, savings accounts, and money market accounts held in your name at other financial institutions are likewise eligible to be designated External Accounts.

You represent and warrant that you are the sole owner (and not a joint tenant) of the Transaction Account and the External Account and that you have all necessary legal right, power, and authority to transfer funds to or from the Transaction Account to or from the External Account. Further, you represent and warrant that the External Account is located in the United States.

18. TRANSACTION TYPES, LIMITATIONS & RESTRICTIONS ON EXTERNAL TRANSFERS

When establishing an External Transfer there are two options available regarding delivery speed. Fees may differ based upon the option you select:

- A. **Next-Day** – External Transfers which are sent using the Next-Day option will appear in the Recipient Account the next day. Funds availability policies (i.e. your ability to access and use the funds) are defined by the financial institution where the Recipient Account resides.
- B. **Standard** – External Transfers which are sent using the Standard option will generally appear within the Recipient Account in 3-5 business days. Funds availability policies (i.e. your ability to

access and use the funds) are defined by the financial institution where the Recipient Account resides.

You may establish up to five (5) owned External Accounts with this service. Additionally, limits for how much money you can transfer between accounts are established based on information you provided during enrollment and our experience with you. Your limits may change over time. After you perform your first successful External Transfer, we will display your personalized limit within the Online Banking user interface. The user interface is incorporated herein by reference and is made part of this Agreement. You will be advised if you attempt to transfer funds in excess of your limits.

We may, at our sole discretion, impose limits on the amount of money you can transfer through our External Transfers service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

Authorized Users established through the Online Banking User Management feature as outlined in “Section 1 – General Terms & Definitions” are not eligible to perform External Transfers.

19. AUTHORIZATION FOR EXTERNAL TRANSFERS

When we receive an External Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the External Account designated by you and to debit one of your accounts as described below in “Fees for External Transfers”.

You also authorize us to reverse a transfer from your External Account if the debit is returned from the Transaction Account for any reason, including but not limited to, nonsufficient funds.

20. FEES FOR EXTERNAL TRANSFERS

A transfer fee may apply for External Transfers. The amount may vary based on the direction of the transfer as well as the speed of the transfer. Transfers coming in may be charged a different fee from transfers going to an account at another institution. Likewise, selecting the Next Day External Transfer option may incur a higher fee than using the Standard External Transfer option. The fees for these transactions are disclosed to you in the user interface of Online Banking at the time you establish your transfer. The user interface is incorporated herein by reference and is made part of this Agreement. More information about fees associated with our External Transfer service can be found in our Personal Account Fee Schedule.

If you have been approved for and have accepted the Bank's Overdraft Services and an External Transfer, along with other account activity processed in the same business day, results in a returned item fee or overdraft fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our Personal Account Fee Schedule. If you frequently overdraw your account due to External Transfers, we reserve the right to terminate your usage of this service.

21. PROCESSING TIMEFRAMES FOR EXTERNAL TRANSFERS

The Transfer Date is the date that the money is withdrawn from the Transaction Account. Transfers are typically deposited in your Recipient Account on the transfer date. There are two types of delivery options you can select when scheduling an External Transfer, Standard and Next-Day. Standard External Transfers may be

delayed three business days depending on the transfer amount. Additionally, Standard External Transfers may be delayed five business days depending on the selected Transaction Account. If you use the Next-Day option, your transfers will generally be available the next business day after your transfer. Your transfer limits are determined based on information that we received from the consumer credit reporting agency that verified your information when you enrolled and our experience with you. The calendar within Online Banking shows the earliest available date you can make a transfer based upon the delivery option you select.

22. PERFORMING A TRANSACTION

You may schedule an External Transfer at your discretion using our Online Services. You may cancel an External Transfer at any time until it begins processing. External Transfers that are in-process will be identified as such within our Online Services.

23. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

It is your responsibility to ensure the accuracy of any information that you enter into the External Transfer service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover an External 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.

24. TAXES

It is your responsibility to determine what, if any, taxes apply to External Transfers 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 External Transfers, or for collecting, reporting or remitting any taxes arising from any External Transfer

25. FAILED TRANSACTIONS

In using the External Transfer service, you are requesting us to make transfers for you from your Transaction Account. By using this service, you acknowledge your understanding that External Transfers may be returned for various reasons such as, but not limited to, the Recipient Account number being invalid or for insufficient funds in your Transaction Account to cover the transactions, among others.

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.

26. RETURNED TRANSACTIONS

In some instances, when we are unable to complete an External Transfer because that transfer is returned, you will receive a return notice from us. In each such case, you agree that:

- A. You will reimburse us immediately upon demand the External Transfer amount that has been returned to us;
- B. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

- C. You may be assessed a fee by our Service Provider and by us if the External Transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in the Personal Account Fee Schedule you receive from us or as stated in your account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit;
- D. You will reimburse us and our Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you;
- E. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

27. REFUSED TRANSACTIONS

We reserve the right to refuse any 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 prohibited transfer under this Agreement.

28. UNCLAIMED FUNDS

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

(E) ONLINE BILL PAYMENT SERVICE ("ONLINE BILL PAYING")

1. SERVICE INTRODUCTION

You may use our Online Bill Payment Service to make current, future and Recurring Payments from your designated business or personal checking account ("Payment Account") to merchants, businesses or individuals in the United States through Online Banking. You may also schedule or send payments through our mobile banking services. For more information on mobile banking please see "Section 2(H) FNB Direct Mobile Banking".

2. DEFINITIONS FOR ONLINE BILL PAYING

- A. **"Bill Pay"** or **"Online Bill Paying"** or **"Online Bill Payment Service"** means the online bill payment service offered by First National Bank of Pennsylvania, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc.
- B. **"Billing Account"** is the checking account from which all Online Bill Paying service fees will be automatically debited.
- C. **"Due Date"** is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period date.

- D. **"Payee"** or **"Biller"** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- E. **"Payment Account"** is the checking account from which bill payments will be debited.
- F. **"Payment Instruction"** is the information provided by you to the Online Bill Payment service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).
- G. **"Recurring Payment"** is a payment that has been scheduled to take place multiple times at a frequency you designate
- H. **"Scheduled Payment"** is a payment that has been scheduled through the Online Bill Payment service but has not begun processing.
- I. **"Scheduled Payment Date"** is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

3. HARDWARE OR SOFTWARE REQUIREMENTS FOR ONLINE BILL PAYING

There are no specific hardware or software requirements for the use of this service beyond those required to access the Online Banking service. If you opt to access Online Bill Paying via our mobile banking services, you must also meet the requirements outlined in "Section 2(H) FNB Direct Mobile Banking".

4. ENROLLMENT

You are automatically enrolled in the Online Bill Paying service when you sign up for Online Banking. To use Online Bill Paying you must first select a Payment Account.

5. RECEIPTS & TRANSACTION HISTORY

You may view at least twenty-four (24) months of your Online Bill Payment transaction history by logging into your account and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

6. ELIGIBLE ACCOUNTS

Business or consumer checking accounts which you own as an individual or jointly with another individual that does not require two signatures to conduct transactions are eligible to be Payment Accounts. Your Payment Account is the designated business or personal checking account from which we will deduct your online bill payments and any associated charges or fees relating to the Online Service. You authorize us to deduct any applicable charges and fees from your Payment Account.

If you close this Payment Account you authorize us to select, at our sole discretion from your remaining accounts, another eligible account to be designated as your Payment Account. You authorize us to deduct payments and fees from this newly designated Payment Account as if you had selected this account yourself. If you do not have any other eligible accounts and you close your Payment Account, your Bill Payment services will be terminated and any unprocessed Bill Payment transactions will be canceled. You will remain liable for any fees associated with the disposition of any in-progress payments when you close your account. The applicable charges and fees are stated in the Personal Account Fee Schedule previously provided to you.

Accounts which require two authorized signatures for transactions are not eligible to be Payment Accounts.

7. TRANSACTION TYPES, LIMITATIONS & RESTRICTIONS ON ONLINE BILL PAYMENTS

The maximum amount you can make in any one payment is the lesser of the available balance in your Payment Account or \$99,999.00 via Online Banking or \$50,000.00 via Mobile Banking. We may, at our sole discretion, impose limits on the amount of money you can pay out through our Online Bill Paying service. We also reserve the right to select the method in which to make payments on your behalf, and the method to return funds to you in the event that the payment is returned to us.

We reserve the right to refuse to pay any Bill Pay Payee to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Bill Pay Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Online Bill Payments to Payees outside of the United States or its territories are prohibited through the Online Bill Paying Service. Additionally, Online Bill Payments to governmental units or agencies are prohibited; this includes, but is not limited to, court ordered payments, alimony, child support, taxes, fines and penalties. While the Online Bill Paying service may allow you to enter these types of payments, such payments are prohibited and, if established, may only be scheduled at your own risk.

In no event shall we be liable for any claims or damages resulting from your attempt to make these types of payments. If you choose to enter these prohibited payments, the "Online Bill Paying Service Guarantee" does not apply and is voided when these types of payments are scheduled and/or processed by the Online Bill Paying service. We have no obligation to research or resolve any claim resulting from a prohibited payment. You agree that any research and resolution for misapplied, mis-posted, or misdirected prohibited payments will be your sole responsibility.

Many Online Bill Paying capabilities are also available via our mobile banking services. For more information about our mobile banking services see "Section 2(H) FNB Direct Mobile Banking". If you opt to use the Online Bill Paying service via these mobile banking services, please note that you may not use the mobile services to: establish or add new billers/payees or establish recurring payments. These features are only available via Online Banking.

Authorized Users established through the Online Banking User Management feature as outlined in "Section 1 – General Terms & Definitions" are not eligible to access full Bill Payment functionality within Online Banking. If an account owner establishes access to an account and designates "Create Transaction Access" and then selects the "Use Quick Payment" option, the Authorized User will then be able to send bill payments from the account owner's pre-existing Payees only.

8. AUTHORIZATION FOR ONLINE BILL PAYMENT

By providing us with the names and account information of Payees to whom you wish to direct payments, you authorize Online Bill Paying to follow the Payment Instructions you provide through the designated Access Device. In order to process payments more efficiently and effectively, the Online Bill Paying service may edit or alter payment data or payment data formats in accordance with directives we receive directly from the Payee.

When the Online Bill Paying service receives a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you when you established the payment.

You also authorize us to credit your Payment Account for payments returned to the Online Bill Payment service by the United States Postal Service or Payee. You likewise authorize us to credit your Payment Account for payments remitted to you on behalf of another authorized user of the Online Bill Paying service.

9. FEES FOR ONLINE BILL PAYMENT

While we do not currently assess fees for the Online Bill Payment service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with Online Bill Paying will be outlined in our Personal Account Fee Schedule. However, there are fees associated with your use of this service which you may incur at your discretion. For example, if you request an expedited payment the current fee for overnighting a payment at your request will be withdrawn from your Payment Account.

Additionally, if you qualify for and accept Overdraft Services, we may either refuse to pay the scheduled payment or we will make the payment and overdraw your Payment Account. You are responsible for any returned item fees or overdraft charges that the Bank may impose for making this payment if you qualify for and accept Overdraft Services. A complete list of applicable fees and charges are stated in the Personal Account Fee Schedule previously provided to you.

10. PROCESSING TIMEFRAMES FOR ONLINE BILL PAYMENTS

Scheduled payments that have not yet begun processing may be added, edited or deleted until 10 p.m. Eastern Time on the Business Day the payment is to be processed. Funds are usually debited from your Payment Account the day as the payment is either received by the Payee in the case of electronic payments, or the day the Payee processes your payment in the case of payments made via paper check. By entering and transmitting a Bill Payment instruction, you authorize us or our agent to reduce the balance in your Payment Account accordingly.

If you have not qualified for or accepted Overdraft Services or provided for another form of overdraft protection and there are insufficient funds in your Payment Account to make an authorized payment, we may refuse to pay the scheduled payment.

11. PERFORMING A TRANSACTION

The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date earlier than the earliest possible payment date designated for each Payee. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement 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. You are solely responsible for selecting the appropriate date on which to send your payment.

A Recurring Payment is a regularly scheduled payment with minor changes in the dollar amount (i.e. your mortgage, rent or insurance payment). Recurring Payments may be scheduled in weekly, semi-monthly or monthly intervals as outlined within Online Bill Paying.

We reserve the right to select the method in which we remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic-to-check payment, or a laser draft payment (funds remitted to the Payee are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions found within Online Banking. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

You must cancel, change or place a stop payment order on a previously authorized Bill Payment transaction prior to 10 p.m. Eastern Time on the Business Day the payment is scheduled to be processed. Please see "Electronic Fund Transfer Act Disclosures" attached above for more information on stop payment requests.

12. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made by updating your information within the Online Banking "Customer Service" tab or by contacting Customer Service via telephone. For any scheduled or future-dated payments any changes you make to your Payment Account are effective immediately. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate an accurate Payment Account or contact information.

13. FAILED TRANSACTIONS

In using our Online Bill Paying service, you are requesting us to make payments for you from your Payment Account. You understand that Payees and/or the United States Postal Service may return failed payments to us unprocessed and not credited to your account for various reasons. These reasons include, but are not limited to, attempting to send a payment to a Payee with an expired forwarding address; the Payee account number is not valid; the Payee is unable to locate your account; or the Payee account is paid in full and no further payments are accepted. We will use our best efforts to research and correct the returned payment and return it to your Payee as appropriate, or to void the payment and credit your Payment Account.

14. RETURNED TRANSACTIONS

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 us. In such case, you agree that:

- A. You will reimburse us immediately upon demand for the transaction amount that has been returned to the Service;
- B. For any amount not reimbursed to us 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;

- C. You will reimburse us for any fees imposed by your Payee as a result of the return;
- D. You will reimburse us for any fees we incur in attempting to collect the amount of the return from you; and,
- E. We are authorized to report the facts concerning the return to any credit reporting agency.

15. OUR SERVICE LEVEL COMMITMENT

Due to circumstances beyond the control of the Online Bill Paying service, some transactions may take longer to be credited to your account. Generally, these extended timeframes are a result of delays in handling and posting of payments by Payees or financial institutions. We will bear responsibility for any late payment-related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Online Bill Payment Scheduling" in this Agreement.

We will use our best efforts to make all your payments properly. However, we shall incur no liability and any Online Bill Payment Service Guarantee shall be void if the Online Bill Paying service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- A. If, through no fault of the Online Bill Paying service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- B. The Online Bill Payment service processing center is experiencing difficulties which prevent the processing of payments and you know or have been advised by us about the issue before you execute the transaction;
- C. You have not provided us with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- D. Circumstances beyond control of the Online Bill Paying service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Online Bill Paying service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly remitted funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment-related charges up to \$50.

(F) ELECTRONIC BILL DELIVERY & PRESENTMENT ("eBILLS")

1. SERVICE INTRODUCTION

Through the Online Bill Paying service, we have the ability to present to you select monthly bills if you opt to activate this feature. We have established relationships with hundreds of companies nationwide, and these companies can send us "eBills". These electronic bills typically contain the same information included in the paper bills that are mailed to you. They are secure and convenient and offer easy access to current or past bill activity. This feature is for the presentment of electronic bills only and does not include the presentment of other third-party documents, statements, or notices to you.

As part of the eBill service, your Payee may offer you the ability to also receive your bill through email, or provide the ability to pay your eBills automatically when they are received.

2. HARDWARE OR SOFTWARE REQUIREMENTS FOR THIS SERVICE

There are no specific hardware or software requirements for the use of this service beyond those required to access the Online Bill Paying service.

3. ENROLLMENT

If you have billers that offer the eBill service, you can add one or more eBills by going to the “Pay Bills” tab to view a list of your Payees. If your Payee supports the eBill service, you will see a “Get Bill” icon next to that Payee. To activate your eBill service with your Payee, you must provide information that the Payee can use to verify your account with them.

Upon activation of the eBill feature, we may notify the Payee of your request to receive electronic billing information. The timing of the presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to continue to receive a paper copy of your bill or statement(s) is at the sole discretion of the Payee. Your Payee may charge a fee to continue to send paper copies of your bill or statement. While your eBill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

4. AUTHORIZATION FOR ELECTRONIC BILL DELIVERY & PRESENTMENT

Your activation of the eBill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. In order to obtain the required eBill, we may ask you to enter into our Online Banking system your User ID and Password that you use to access your account with that Payee. This information will be held securely by our system and will not be used for any purpose beyond delivering to you your requested eBills. By providing us with such information, you authorize us to use the information to obtain your eBill data.

5. FEES FOR ELECTRONIC BILL DELIVERY & PRESENTMENT

While we do not currently assess fees for the eBills service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with eBills will be outlined in our Personal Account Fee Schedule.

6. PROCESSING TIMEFRAMES FOR ELECTRONIC BILL DELIVERY & PRESENTMENT

We will use our best efforts to present all of your eBills promptly. In addition, as a courtesy to you, we may place a notification within Online Banking informing you of the presence of new eBills or we may send you an email notification to the email address listed for your account notifying you of the presence of a new eBill. It is your sole responsibility to ensure that your contact information is accurate. In the event you do not receive notification, it is your responsibility to periodically log in to Online Banking and check for the delivery of new eBills. The time for notification may vary from Payee to Payee. You agree that you are solely responsible for ensuring timely payment of all bills regardless of whether or not you receive a notification from us and regardless of the timely presentment of bills to you via Online Banking.

7. PERFORMING A TRANSACTION

We do not control which of your electronic Payees support electronic bill delivery. Each electronic Payee has the right to establish or cancel the presentment of eBills at any time. You may cancel eBill presentment at any time by logging into Online Banking and updating your preferences. The timeframe for cancellation of your eBill presentment may vary from Payee to Payee. It may take up to sixty (60) days for your cancellation to be processed by your electronic Payee, depending on the billing cycle of each Payee (i.e. an eBill may already be in process when we receive your cancellation request). We will notify your electronic Payee(s) as to the change in status of your account, but it is your sole responsibility to make arrangements for an alternative form of bill delivery. Due to the timing of eBill creation and delivery, we may present an eBill to you after your cancellation of the service if that eBill was already in process at the time of cancellation. We accept no responsibility for eBills that may have been in process when your cancellation request was received.

8. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that are on file with your eBill providers or other Payees. You must contact your Payee directly to make changes to your information on file with them. Additionally, to the extent you use our eBill service and have provided us with User IDs and Passwords for your Payee websites it is your responsibility to maintain all User ID's and Passwords associated with these sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Payee, provide to the Payee with your email address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about the service and/or bill information.

9. FAILED TRANSACTIONS

You agree to hold us harmless should the Payee fail to deliver your electronic bill(s) or statement(s). You acknowledge that you are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

10. DISPUTES REGARDING EBILL ACCURACY

We are not responsible for the accuracy of your electronic bill(s) or statement(s). Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter any liability or obligations that currently exist between you and your Payees.

(G) ZELLE PAYMENT SERVICE PERSON-TO-PERSON PAYMENTS ("ZELLE PAYMENT SERVICE" OR "ZELLE")

1. SERVICE INTRODUCTION

We have partnered with the ZelleSM Network ("Zelle") to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers ("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 Bank. The Zelle Payment Service enables you to make and receive payments from an Eligible Zelle Payment Service Transaction Account to an account at a U.S. financial institution; and/or

to receive a payment from another person into an Eligible Zelle Payment Service Transaction Account, in U.S. dollars. All payments must be made through Online Banking or Mobile Banking 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 Online Banking or Mobile Banking and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Online Banking or Mobile Banking, such as the Zelle Pay Web site at <http://www.zellepay.com> or the Zelle mobile handset application ("Zelle Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

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 ("Zelle Instant Payments"), although actual speed will vary, as described below. Zelle Instant Payments are not instantaneous. Payment delivery speed may vary based upon the 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. Notwithstanding anything to the contrary in the Agreement, Zelle Instant Payments settlements are final and cannot be cancelled except as set forth in the applicable Payment Network rules; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle Instant Payments. 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. DEFINITIONS FOR ZELLE

- A. **"ACH Network"** means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- B. **"Eligible Zelle Payment Service Transaction Account"** is a transaction account from which your payments will be debited, your Zelle Payment Services fees will be automatically debited, or to which payments and credits to you will be credited. An Eligible Zelle Payment Service 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.
- C. **"Network Banks"** means financial institutions that have partnered with Zelle.
- D. **"Payment Network"** means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- E. **"Receiver"** is a person that is sent a Payment Instruction through the Zelle Payment Service.
- F. **"Requestor"** is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.
- G. **"Sender"** is a person that sends a Payment Instruction through the Zelle Payment Service.

- H. **"User"** means you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.
- I. **"Zelle Payment Instruction"** is the information provided by the Sender to the Zelle Payment Service for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).
- J. **"Zelle Payment Request"** means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.
- K. **"Zelle Payment Terms"** means the terms and conditions in this Section.

3. SERVICE PROVIDERS

We are offering you the Zelle Payment Service through one or more "Service Providers" that we have engaged to render some or all of the Zelle Payment Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Zelle Payment Service to you, we are the sole party liable to you for any payments or transfers conducted using the Zelle Payment Service and we are solely responsible to you and any Sender, Receiver and Requestor to the extent any liability attaches in connection with the Zelle Payment 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 terms are defined in "Section 1 – General Terms & Definitions" above.

4. SERVICE PROVIDER'S RELATIONSHIP WITH YOU

Our Service Provider is an independent contractor for all purposes, except that they act as your agent with respect to the custody of your funds for the Zelle Payment Service. Neither First National Bank nor our Service Provider has control of, or liability for, any products or services that are paid for with the Zelle Payment Service. We also do not guarantee the identity of any user of the Zelle Payment Service (including but not limited to Receivers to whom you send payments). Given the nature of this service, our Service Provider cannot and does not guarantee the identity of any user of the Zelle Payment Service (including but not limited to Receivers to whom you send payments). You acknowledge that it is your sole responsibility to positively identify any party to whom you send Zelle Payment Service payments.

5. HARDWARE OR SOFTWARE REQUIREMENTS FOR THIS SERVICE

There are no specific hardware or software requirements for the use of this service beyond those required to access Online Banking or Mobile Banking. If you wish to utilize the Zelle Payment Service via our Mobile App you must meet the hardware and software requirements outlined in "Section 2(H) FNB Direct Mobile Banking".

6. ENROLLMENT

You may enroll in the Zelle Payment Service from within Online Banking or Mobile Banking by establishing your contact information within the system. By adding contacts that you wish to pay you will be able to use the service.

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). Once registered, you may:

- A. Authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- B. 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.”

When you register with Zelle, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may register multiple email addresses or mobile phone numbers in each profile. Once you have registered 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. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account.

7. RECEIPTS AND TRANSACTION HISTORY

You may view at least six months of your Zelle Payment Service transaction history by logging into your account and looking at your transaction history. We currently support up to six months of Zelle Payment Service transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements for the Zelle Payment Service by mail. You will continue to receive deposit account statements either via our Online Statement service or via mail depending upon your settings within Online Banking.

8. ELIGIBLE ACCOUNTS

You must have a deposit account on which you are authorized to conduct transactions with FNB in order to use our Zelle Payment Service. Deposit accounts that require two or more signatures to make withdrawals, transfers or transactions are not eligible for the Zelle Payment Service.

9. TRANSACTION TYPES, LIMITATIONS & RESTRICTIONS ON ZELLE

The Zelle Payment Service is intended for personal, not business or commercial use. You agree that you will not use the Zelle Payment Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your registration if we believe that you are registering to use the Zelle Payment Service 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.

There are limits on the amount of money you can send or receive through the Zelle Payment Service. Your limits are established based on information you provided during enrollment and our experience with you. Your limits may change over time at our sole discretion. Your limits can be viewed within the Zelle Payment Service user interface within Online or Mobile Banking. The user interface is incorporated herein by reference and is made part of this Agreement. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Zelle Payment Service, and in the event that your Eligible Zelle Payment Service 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 drawn against your account.

Zelle Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Zelle Payment Service Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Zelle Payment Service may contact the Receiver and request that the Receiver:

- A. Provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then
- B. Provide Eligible Zelle Payment Service Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer").

If the Receiver maintains an Eligible Zelle Payment Service Transaction Account with an institution that participates in or offers the Zelle Payment Service, the Receiver may access the Zelle Payment Service at his or her financial institution's website or mobile application to complete the Zelle Payment Instruction and receive the payment.

Zelle Instant Payments are one-time payments only. Future-dated (Zelle Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year) and recurring payments (a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates) are not eligible for Zelle Instant Payments.

Many Zelle Payment Service capabilities are also available via our Mobile App. For more information about our mobile banking services see "Section 2(H) FNB Direct Mobile Banking".

In addition to the other restrictions in this Agreement, 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.

Authorized Users established through the Online Banking User Management feature as outlined in "Section 1 – General Terms & Definitions" are not eligible to perform Zelle Payment Service transactions.

Federal law limits the number of Zelle Payment Service payments you may make per month to six (6) transfers for each of your savings accounts. For your money market account(s), you are limited to six (6) transfers per statement cycle. You cannot make Zelle Payment Service payments from your certificates of deposit.

10. PROHIBITED ZELLE PAYMENT SERVICE PAYMENTS

The following types of payments are prohibited through the Zelle Payment 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);
- B. Payments that violate any law, statute, ordinance or regulation;
- C. Payments that violate the Acceptable Use terms in "Section 1 – General Terms & Definitions";

- D. Payments related to:
 - a. tobacco products;
 - b. prescription drugs and devices;
 - c. narcotics, steroids, controlled substances or other products that present a risk to consumer safety;
 - d. drug paraphernalia;
 - e. ammunition, firearms, or firearm parts or related accessories;
 - f. weapons or knives regulated under applicable law;
 - g. goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity;
 - h. goods or services that are sexually oriented;
 - i. goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
 - j. goods or services that defame, abuse, harass or threaten others;
 - k. goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous;
 - l. goods or services that advertise or sell to, or solicit others; or
 - m. 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;
- 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 greyhound 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:
 - a. support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs;
 - b. are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card;
 - c. are for the sale of items before the seller has control or possession of the item;
 - d. constitute money-laundering or terrorist financing;
 - e. are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing; or
 - f. provide credit repair or debt settlement services; and
- G. Tax payments, court ordered payments, or fines.

In addition to the above-referenced prohibited Zelle Payment Service payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and an investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. We shall have no obligation to perform due diligence or an investigation of any charity or non-profit organization. We expressly disclaim any liability

for payments processed through the Zelle Payment Service to a charity or non-profit organization that is fraudulent or non-legitimate.

In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, incorrectly posted, or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in "Section 3 – Communication Between FNB and You" below of any violations of this section or the Agreement generally.

11. AUTHORIZATION FOR THE ZELLE PAYMENT SERVICE

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

When we receive a Zelle Payment Instruction from you, you authorize us to debit your Eligible Zelle Payment Service Transaction Account for the amount of any such Zelle Payment Instruction plus any related fees in effect (and as disclosed to you when scheduling the payment) at the time you initiate the Zelle Payment Instruction, and to remit funds on your behalf.

You also authorize us to credit your Eligible Zelle Payment Service 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.

12. FEES FOR THE ZELLE PAYMENT SERVICE

There are currently no FNB fees to send or receive money using the Zelle Payment Service through FNB. We reserve the right to charge fees for Zelle transactions in the future. In the event we elect to begin charging fees, those fees associated with Zelle will be outlined in our Personal Account Fee Schedule and will be reflected within Online Banking or Mobile Banking at the time you conduct your Zelle transaction. The fees for these transactions will be disclosed to you in the user interface of Online Banking or Mobile Banking at the time you establish your transaction. The relevant user interface is incorporated herein by reference and is made part of this Agreement. Fees for the use of Zelle are separate and apart from any charges that may be assessed by your Wireless Carrier for the use of wireless data or for text messages sent to or received from FNB. You acknowledge and agree that any applicable fees will be charged when we receive a Zelle Payment Instruction from you, regardless of whether the Zelle Payment Instruction is ultimately completed, unless the failure to complete the instruction is solely our fault.

If you have been approved for and have accepted the Bank's Overdraft Services and a Zelle Payment Instruction, along with other account activity processed in the same business day, results in a returned item fee or overdraft fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our then current Personal Account Fee Schedule. If you frequently overdraw your account due to your use of the Zelle Payment Service, we reserve the right to terminate your usage of this service.

You may be assessed a fee by our Service Provider and by us if the Zelle Payment Instruction cannot be completed for any reason associated with your Eligible Zelle Payment Service Transaction Account (for example, there are insufficient funds in your Eligible Zelle Payment Service Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Zelle Payment Service Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you); the fee amount will be as set forth in the Personal Account Fee Schedule you receive from us or as stated in your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Zelle Payment Service Transaction Account, including by ACH debit.

13. PROCESSING TIMEFRAMES FOR THE ZELLE PAYMENT SERVICE

In most cases, when you are sending money using a Zelle Instant Payment, 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 and the other Network Banks, 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 registered as a User with either Zelle or a Network Bank, the Zelle Instant Payment transfer may take up to two (2) days from the day the intended recipient responds to the payment notification by registering as a User. You understand and acknowledge that a person to whom you are sending money and who is not registered as a User may fail to register with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

Regarding Zelle Payment Services other than Zelle Instant Payments, you understand and agree that when you initiate a Zelle Payment Instruction from an Eligible Zelle Payment Service Transaction Account using the Zelle Payment Service, the processing of the Zelle Payment Instruction will begin and the debiting of your Eligible Zelle Payment Service Transaction Account will occur as early as the day of such initiation. However, other than with respect to Zelle Instant Payments, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Zelle Payment Service Transaction Account any earlier than the next Business Day after you initiated the Zelle Payment Instruction.

If you request a one-time Payment Instruction to be initiated on a specified date ("Future-Dated Zelle Payment Service Payment") or a recurring series of Zelle Payment Instruction to be initiated on specified dates ("Recurring Zelle Payment Service Payment"), then the processing of the Zelle Payment Instruction will begin on the specified date and the debiting of your Eligible Zelle Payment Service 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 Zelle Payment Service 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 Zelle Payment Service Transaction Account (even if debited or withdrawn from your Eligible Zelle Payment Service Transaction Account), may be delayed if the Receiver has not provided the Zelle Payment Service with certain required information such as his or her Eligible Zelle Payment Service Transaction Account information.

Online Banking may contain additional information regarding the delivery of a payment to an Eligible Zelle Payment Service Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or 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 Zelle 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 Zelle Payment Instruction in accordance with this Agreement. Any cancellation of a Zelle Payment Instruction prior to the Receiver providing us with such information shall be considered a failed transaction as outlined below.

14. PERFORMING A TRANSACTION

You may use the Zelle Payment Service to send, receive, and request money from other Users.

- A. **Sending Payments** – You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Zelle Payment Service 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 Bank to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it.

Using the Zelle Payment Service you may initiate a number of different transactions. Further details about each of these options can be found within Online Banking:

- i. A one-time Zelle Payment Instruction to a Receiver for which processing shall be initiated immediately,
- ii. A one-time Zelle Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and
- iii. A recurring series of Zelle Payment Instructions to a Receiver for which processing shall be initiated on the specified dates.

Options ii and iii above are not available for Zelle Instant Payments.

- B. **Receiving Payments** – All transfers of money to you shall be performed by a Network Bank per the direction of that Network Bank Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Bank 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 or mobile phone number registered with the Zelle Payment Service, you have no ability to stop the transfer, unless a cancellation request is received before the Payment Instruction is processed, such as for a recurring scheduled transfer. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account have registered

If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Zelle Payment

Service Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from Online Banking, Mobile Banking, or from an Eligible Zelle Payment Service Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. 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.

For Zelle Instant Payments, 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 Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

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 Zelle Payment Service Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Zelle Payment Service Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Zelle Payment Service Transaction Account and us (including through Online Banking or Mobile Banking) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive Zelle Payment Requests, each as applicable, from others through the Zelle Payment Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Zelle Payment Service Transaction Account as a result of a Zelle 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 Zelle Payment Service Transaction Account an amount equal to the amount of funds improperly transferred to you.

- C. **Requesting Payments** – You may request money from another User through a Zelle Payment Request. 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 Zelle Payment Request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

You agree to receive Zelle Payment Request from other Users, and to only send Zelle Payment Request for legitimate and lawful purposes. Zelle Payment Request 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 Zelle Payment Request in general, or to specific

recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request you acknowledge and agree that as disclosed on Online Banking or Mobile Banking (a) the applicable service fee will be deducted from payments received by the 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 Zelle Payment Request is sent. Further details about the foregoing can be found on Online or Mobile Banking. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

15. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

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

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

It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle Payment Service (including but not limited to the Zelle 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.

16. TAXES

It is your responsibility to determine what, if any, taxes apply to the Zelle Payment Service 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.

17. FAILED TRANSACTIONS

If we are unable to complete the Zelle Payment Instruction for any reason associated with your Eligible Zelle Payment Service Transaction Account (for example, there are insufficient funds in your Eligible Zelle Payment Service Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Zelle Payment Service Transaction Account, to cover the payment), the Zelle Payment Instruction may not be completed.

18. RETURNED TRANSACTIONS

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

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

19. REFUSED TRANSACTIONS

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.

20. UNCLAIMED FUNDS

Payments not claimed by a Receiver will be automatically cancelled fourteen (14) days after the processing of the payment begins. When a Sender initiates a Zelle Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Zelle Payment Instruction initiated or attempted through the Zelle Payment Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Zelle Payment Service Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

(H) FNB DIRECT MOBILE BANKING (“MOBILE BANKING”, “MOBILE APP”, “TEXT BANKING”)

1. SERVICE INTRODUCTION

Through FNB Direct Mobile Banking, you can use your supported mobile device to access your accounts, perform transactions, or establish alerts through our:

- A. FNB Mobile App – You can access your accounts and perform transactions via our downloadable mobile app (“Mobile App”); our mobile app also includes the capability to deposit checks using your supported device’s camera (“Mobile Deposit”).
- B. Mobile Deposit – The Mobile Deposit service is included in the FNB Mobile App and allows eligible Online Banking customers to make certain deposits electronically by using a capture device to create an electronic image of a paper check or other paper source document payable only in U.S. Dollars (“Item”) by scanning the Item and transmitting it and related data to us.
- C. Text Banking – You can check your account balances or establish alerts through our Short Message Service (SMS) messaging service (“Text Banking”).
- D. CardGuard – CardGuard allows you to use the FNB Mobile Banking app to manage your FNB debit card. The CardGuard service is included with the FNB Mobile App and allows eligible Mobile Banking customers with eligible FNB debit cards to block or unblock all debit card transactions, set limits on how and where the card can be used, and to opt in to card-related alerts.

2. HARDWARE OR SOFTWARE REQUIREMENTS FOR MOBILE BANKING

In order to use the different types of FNB Direct Mobile Banking you must have the following:

- A. FNB Mobile App – You must have a supported smartphone or other mobile device, access to the Internet, and must be able to download and install our Mobile App from the Apple App Store or Google Play Marketplace.
- B. Mobile Deposit – As Mobile Deposit is included in the FNB Mobile App you must have all of the items associated with the FNB Mobile App and a camera with the necessary image resolution on your smartphone or other mobile device.
- C. Text Banking – You must have a device with the ability to send, receive, and view SMS/text messages. Our participating carriers include (but are not limited to) Alltel, AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. We reserve the right to alter this list at any time without notice to you.

- D. CardGuard – CardGuard is a feature of the FNB Mobile App. Please see the requirements for the FNB Mobile App in (A) above.

3. ENROLLMENT

To access your accounts via the Mobile App you need only be enrolled in Online Banking. Your Security Credentials to access the Mobile App will be the same as your Online Banking credentials. No separate enrollment is required for Mobile Deposit or the CardGuard service. Please note, Authorized Users who have been given access to accounts in Online Banking are ineligible for Mobile Banking and will not be able to use their credentials to access these services.

To enroll in Text Banking, you must first enroll in Online Banking and then visit the “Alerts & Mobile Banking” page within Online Banking to enroll in the Text Banking service. To do so, you must provide your mobile telephone number. We will then provide you with a verification code which you will receive by a SMS message. After you receive this verification code, to complete your enrollment you must access the “Alerts & Mobile Banking” page within Online Banking to verify the code. Additionally, during your enrollment in Text Banking you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered to you. This program is ongoing and can be stopped at any time by removing your phone from the “Alerts & Mobile Banking” page within Online Banking or by texting “STOP” to 91489.

4. RECEIPTS & TRANSACTION HISTORY

You may view at least twenty-four (24) months of your transaction history by logging into Online Banking and accessing your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

5. ELIGIBLE ACCOUNTS

You may access the same accounts through the Mobile App that you have available to you through Online Banking. For Text Banking you will have access to your checking, savings, or money market accounts that you have available to you through Online Banking.

Deposits made via Mobile Deposit may be made to your eligible checking, savings, or money market savings accounts from remote locations by either scanning or photographing Items and delivering the images and associated deposit information to the Bank.

The CardGuard service will automatically display the debit cards for all account owners for accounts you own and which are available to you within Mobile Banking.

6. TRANSACTION TYPES, LIMITATIONS & RESTRICTIONS ON MOBILE BANKING

Limits for how much money you can deposit using the Mobile Deposit service are established based upon a number of factors including your account type and our experience with you. Your limits may change over time. When you access the Mobile Deposit service through our Mobile App we will display to you the daily and

monthly deposit limits for your account. The user interface is incorporated herein by reference and is made part of this Agreement.

Only FNB debit cards linked to accounts on which you are listed as an owner are eligible for use with CardGuard. We do not support the ability to manage ATM cards or credit cards. When using the CardGuard service there are some important limitations to consider as outlined in the App:

- A. Block All Transactions – The Block All Transactions setting does not allow any new ATM or purchase transactions to be made using your card. This setting will not block pending or recurring transactions that you authorized or initiated prior to turning on this setting. You may block or unblock transactions using this setting at any time.
- B. Block Transactions by Amount – This setting allows you to set a maximum allowable per transaction amount for transactions made with your card. Any pending or recurring transactions that you authorized or initiated prior to turning on this setting will not be blocked.
- C. Block Transactions by Location – This setting allows you to block purchases and ATM transactions by geographic location.
 - i. Block All Transactions Outside the U.S. – Enabling this setting will not allow in-store transactions to be made outside of the United States, U.S. territories, or U.S. possessions. Internet/online purchases will not be blocked. If a transaction location cannot be determined, it will not be blocked.
 - ii. Block All Transactions by Specific Area – This setting blocks in-store purchases and ATM transactions by geographic location based upon a permitted geographic radius you define within Mobile Banking. In order to determine the location of your transactions, the App uses a geographic approximation for matching the general location of your transaction with the selected area. Internet/online purchases will not be blocked. If, for any reason, a transaction location cannot be determined, the transaction will not be blocked.
- D. Block Transactions by Merchant Type – This setting blocks in-store purchases attempted at specific merchant categories. All transactions attempted with a card at these merchant categories will be declined. Internet/online purchases will not be blocked. First National Bank does not assign, maintain or have control over Merchant Category Code (“MCC”) listings. MCCs are defined by Visa and represent a general categorization of that business (i.e., Restaurants vs. Gas Stations) as such there may be some transactions that are allowed that you may have intended to block and vice versa. For example, if you allow “Restaurant” transactions but block “Entertainment” transactions, depending on the MCC assigned, we may block a transaction conducted at a restaurant within an entertainment venue in this example.

FNB shall have no liability to you based on our failure or inability to block a transaction or for blocking an authorized transaction due to the MCC assignment or based upon inherent limitations of the geographic location service.

As outlined in each service section, not all features of Online Banking are available via our FNB Direct Mobile Banking services.

7. AUTHORIZATION FOR MOBILE BANKING

By using the FNB Mobile App to deposit a check via Mobile Deposit, you authorize us to deposit these funds into your account as if you had provided us with a hard copy of the check. You agree that the electronic image of the Item or any substitute check, as defined by Federal law, will become the legal representation of the Item for all purposes, including return item processing. Furthermore, making a Mobile Deposit to a consumer banking account is performing an electronic fund transfer which is subject to the Electronic Fund Transfer Act. For specific terms and conditions pertaining to electronic funds transfers, please refer to the Deposit Account Agreement provided to you at the time you opened your account(s). You agree that the image of the check transmitted to FNB shall be deemed an "Item" within the meaning of "Article 4 of the Uniform Commercial Code".

8. FEES FOR MOBILE BANKING

While we do not currently assess fees for the Mobile Banking service in general, there may be fees for your use of certain features within Mobile Banking. We reserve the right to charge fees for Mobile Banking services in the future. In the event we elect to begin charging fees, those fees associated with Mobile Banking will be outlined in our Personal Account Fee Schedule. Fees for the use of Mobile Banking are separate and apart from any charges that may be assessed by your wireless communication provider for the use of wireless data or for text messages sent to or received from FNB.

You are responsible for any fees or other charges that your wireless communication provider ("Wireless Carrier") may charge for any related data or message services, including without limitation for SMS text messaging. Depositing a check remotely using our Mobile Deposit service will use your data plan to transmit images of your Items to us electronically. If we send you an SMS text message or if you send us an SMS text message, standard messaging charges apply per the terms of your agreement with your Wireless Carrier. You may opt out of Text Banking at any time by texting "STOP" to 91489.

If you have been approved for and have accepted the Bank's Overdraft Services and a transaction originated via Mobile Banking, along with other account activity processed in the same business day, results in a returned item fee or overdraft fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our Personal Account Fee Schedule. If you frequently overdraw your account due to Mobile Banking transactions, we reserve the right to terminate your usage of this service.

9. PROCESSING TIMEFRAMES FOR MOBILE BANKING

If you present for deposit an Item through our Mobile Deposit service no later than 6:00 p.m. Eastern Time on a business day, we will consider that day to be the day of deposit. If you present for deposit an Item after 6:00 p.m. Eastern Time or on a weekend or Federal holiday, we will consider that the deposit was made on the next business day. Funds will be made available the next business day after the day of your deposit.

10. PERFORMING A TRANSACTION

You may use the Mobile Deposit Service to deposit most standard bank checks made out to you. Some non-standard checks (i.e. self-contained check mailers) that are not the same size as a standard check, or that do not conform to the standard bank check layouts may not be able to be deposited using the Mobile Deposit service.

After you successfully deposit a check using the Mobile Deposit service, you agree to retain and safeguard the original Item for at least 14 days after you have transmitted the Item images. After 14 days have passed and

you have verified that the funds associated with the Item have been added to your balance, you agree to prominently mark the item as "VOID" and properly dispose of or safely keep the Item to ensure that it is not represented for payment.

You also agree that you will not use Mobile Deposit to deposit any Items that:

- A. Are made payable to persons or entities other than you;
- B. Contain obvious alterations on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Item is drawn;
- C. Were previously converted to a substitute item, as defined in Federal Reserve Regulation CC, or were otherwise cashed or deposited;
- D. Are drawn on a financial institution located outside the United States;
- E. Are remotely created checks, as defined in Federal Reserve Regulation CC;
- F. Are not payable in United States currency;
- G. Are payable to cash;
- H. Are a US savings Bond, money order, cashier's check, or travelers check;
- I. Do not bear a signature of the person from whom the Item is drawn or lack an issued date;
- J. Are postdated or dated more than 6 months prior to the date of deposit; or
- K. Are prohibited by Bank's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your bank account.

By using the Mobile Deposit service, you represent and warrant to us that:

- A. Any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- B. The information you transmit to us corresponding to an Item contains a record of all applicable MICR- line (the set of numbers at the bottom of the check) information required for a substitute check and the accurate amount of the Item;
- C. The Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- D. The Item was not previously deposited and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;
- E. You will not redeposit through Mobile Deposit any Item previously deposited and returned to you unless we advise you otherwise;
- F. You will employ reasonable security measures sufficient to protect the Item in transmission and storage;
- G. You will only transmit items that originated as paper Items; and

- H. You will comply with all laws and regulations applicable to you in your use of Mobile Deposit and not use Mobile Deposit for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority.

11. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees or agents. In using Mobile Deposit, you agree that after the Item has been imaged and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other representation thereof. You agree to indemnify us for any claims, cause of action, losses, damages, costs and expenses that result or may arise out of your violation of this provision. You further agree that you shall be solely responsible for the original Items, including storage, retrieval and destruction of the Items.

12. FAILED TRANSACTIONS

When using Mobile Deposit, if the electronic files and/or images transmitted to us with respect to any Item do not comply with our processing requirements for content and/or format, we may, in our sole discretion:

- A. Further transmit the Item and data in the form received from you;
- B. Repair or attempt to repair the Item or data and then further transmit it;
- C. Process the Item as photocopies in lieu of originals;
- D. Process the Item as an ACH transaction; or
- E. Return the data and Item to you unprocessed and charge back your account.

We are not responsible for Items we do not receive or for images that may fail during transmission. An image of an Item shall be deemed received when you receive a confirmation from us that we received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

13. DISPUTED AMOUNTS

You agree to notify us of any suspected errors regarding Items deposited through Mobile Deposit immediately, and to notify us in no event later than 60 days after the applicable FNB account statement is provided to you. Unless you notify the Bank within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct.

SECTION 3 – COMMUNICATION BETWEEN FNB AND YOU

(A) CONTACTING FNB VIA TELEPHONE

You can reach a customer service representative by calling 724-983-4125 or 1-800-555-5455 between 8 AM and 9 PM Eastern Time Monday through Friday and 8 AM to 5 PM on Saturday and Sunday except any Federal Reserve holiday.

We may also be reached at 1-877-238-7277 for questions and other purposes concerning the Zelle Payment Service or at 1-855-237-8042 for questions and other purposes concerning the Online Bill Payment service, but such telephone calls to this number will not constitute legal notices under this Agreement.

(B) CONTACTING FNB VIA SECURE MESSAGING

You can send and receive secure messages from within the “Messages” tab of Online Banking. To ensure you are sending a secure message click “Messages” and then “Send us a message”. Do not click the “Contact Us” link.

(C) CONTACTING FNB IN WRITING

You can write to us at the address shown on your account statement or:

First National Bank of Pennsylvania
Customer Service Center
3014 East State St
Hermitage, PA 16148

Please note that it is best to call us in the event you need to reach us on an urgent matter such as the loss, theft, or potential unauthorized use of your Access Devices or accounts.

(D) CONTACTING FNB VIA UNSECURE EMAIL

You may contact us by clicking on the "Contact Us" button on our Online Banking Website. Alternatively, you may also contact us via email at FNBcustomerservice@fnb-corp.com regarding general inquiries, issues, and/or problem resolution. If you choose to contact us in this fashion you acknowledge and agree that Email in general, and these methods in particular are NOT a secure method of communication you agree that you will not send confidential information, such as account numbers, card numbers, social security numbers, User ID's or Passwords in an email message to us.

You agree that we are not liable for any disclosure of this information if you choose to disregard this warning and opt to send us confidential information via this method. At our sole discretion we may, but are not obligated to, remove any confidential information you choose send to us via unsecure email when we respond back to you using unsecure email.

(E) NOTICES TO YOU

You agree that we may provide notice to you by posting it within Online Banking, sending you an in-product message within the Online Service, emailing it to an email address that you have provided to us, mailing it to any postal address that you have provided to us, or by sending it as a text message to any mobile phone number that you have provided to us, including but not limited to the mobile phone number that you have listed in your Online Service setup or customer profile.

For example, users of the Online Services may receive certain notices (such as notices of processed Zelle 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. A fee for providing the paper copy of these disclosures may apply. Please consult the “Personal Account Fee Schedule” for more

information. We reserve the right to terminate your use of our Online Service(s) if you withdraw your consent to receive electronic communications.

(F) TELEPHONE CALLS, EMAILS, AND TEXT MESSAGES TO YOU

1. NON-DISCRETIONARY ALERTS & MESSAGES

By furnishing us with your landline or mobile/cellular telephone number or email address within Online or Mobile Banking, you consent to receiving non-marketing, automated or pre-recorded fraud or security related calls, text messages, or email messages from us at this phone number or email address (including for identify verification, notification of data security breaches, suspicious account activity, fraud, or security alerts, collectively "Non-Discretionary Alerts & Messages"). As further protection for your account, we may provide you certain non-marketing, important informational or business alerts in connection with validating or processing your transaction(s) through our Online Services, or when online changes are made to your account (for example, change in email or home address, telephone number or User ID or Password).

2. DISCRETIONARY ALERTS & MESSAGES

At your request, we may send you account alerts and security codes via text messaging ("Discretionary Alerts & Messages"). If you would like to opt out of receiving these Discretionary Alerts & Messages follow the procedures outlined below for the desired Service. You expressly consent to receipt of a text message to confirm each "STOP" request:

- A. To stop Online or Mobile Banking Alerts, text "STOP" to 91489 from your registered device.
- B. To stop Online Banking Security Alert Codes, text "STOP" to 28369 from your registered device.
- C. To stop Zelle Payment Service-related texts, text "STOP" to 767666

3. ZELLE CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES

By optionally participating as a User of the Zelle Payment Service, you represent that you are the owner of the email address, mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in Section 2(G) "Zelle Payment Service Person-to-Person Payments".

By using the Zelle Payment Service, 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 Banks or their agents regarding the Zelle Payment Services or related transfers between Network Banks 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 register to provide you with informational messages concerning the Zelle Payment Services. 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 (SMS). Please check your mobile carrier service agreement for details or applicable fees.
- B. You will immediately notify us if any email address or mobile number you have registered with the Zelle Payment Service is surrendered by you, or 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 regarding the Zelle Payment Service, send "STOP" to 767666. For help or information regarding text messaging, send "HELP" to 767666 or contact our customer service team at 1-800-555-5455. You expressly consent to receipt of a text message to confirm your "STOP" request.
- F. Zelle Payment Service Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- G. Your phone service provider is not the provider of the Zelle Payment Service. 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.

(G) NOTICES TO US REGARDING THE ZELLE PAYMENT SERVICE

Except as otherwise stated below, notice to us concerning the Zelle Payment Service must be sent by postal mail to:

First National Bank of Pennsylvania
Customer Service Center
3014 East State St
Hermitage, PA 16148

We may also be reached at 1-877-238-7277 for questions and other purposes concerning the Zelle Payment Service, but such telephone calls will not constitute legal notices under this Agreement. If you have a problem with a Zelle Payment Service transaction you may call the above phone number to initiate resolution of your issue. You may be asked to also contact us at 1-800-555-5455 in the event your call is to notify us of unauthorized transactions.

SECTION 4 – WARRANTIES & LIMITATIONS OF LIABILITY

(A) DISCLAIMER 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 OUR ONLINE SERVICES AND THE PORTION OF THE WEBSITE THROUGH WHICH THE ONLINE SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE USE OF ONLINE 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 ONLINE 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 ONLINE SERVICES 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 ONLINE SERVICES OR THE PORTION OF THE WEBSITE THROUGH WHICH THE ONLINE 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 ONLINE SERVICE OR THE PORTION OF THE WEBSITE 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 SECTION 7 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). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS 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, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS 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).

(B) 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. 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, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. ZELLE EXPRESSLY DISCLAIMS 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. ZELLE DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SECTION 5 – INTELLECTUAL PROPERTY

(A) OWNERSHIP OF MATERIALS

The content and information on our Online Banking Website is copyrighted by FNB and any unauthorized reproduction or distribution of any portion of the Online Banking Website content is prohibited. We will pursue copyright violations to the fullest extent possible under the law.

(B) INTELLECTUAL PROPERTY

All marks and logos related to the Online Service with the exception of "Zelle Payment Service" are trademarks or registered trademarks of First National Bank. In addition, all page headers, graphics, button icons, and scripts used within the Online Services are First National Bank service marks, trademarks, and/or trade dress. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold at our sole discretion, and you may not use them in a manner that is disparaging to the Online Service or First National Bank or display them in any manner that implies sponsorship or endorsement. All right, title and interest in and to the Online Services, the Online Banking Website through which the Services are offered, the technology related to the Online Banking Website or Online Services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of First National Bank.

Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Online Banking Website or Online Services shall be considered an uncompensated contribution of intellectual property to First National Bank, shall also be deemed the exclusive intellectual property of First National Bank, and shall not be subject to any obligation of confidentiality on the part of us, First National Bank. By submitting any such materials, you automatically grant (or warrant that the owner of such materials has expressly granted) to First National Bank, to CashEdge Inc. and their 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.

"Zelle" and "Zelle Network" are a trademarks of Early Warning Services, LLC. or its Affiliates. All other marks and logos related to the Zelle Payment Service are either trademarks or registered trademarks of our licensors. In addition, all page headers, custom graphics, button icons, and scripts used in the delivery of the Zelle Payment Service are service marks, trademarks, and/or trade dress of our licensors. You may not copy, imitate, or use any of the above without their prior written consent, which they may withhold at their sole discretion, and you may not use them in a manner that is disparaging to Early Warning Services, LLC, the Online Service, or First National Bank or display them in any manner that implies sponsorship or endorsement. All right, title and interest in and to the Zelle Payment Service, the portion of the Online Banking Website or Mobile Banking Service through which the Zelle Payment Service is offered, the technology related to the Zelle Payment Service Website and Zelle Payment Service, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Zelle Payment Service specifically shall be considered an uncompensated contribution of intellectual property to our licensors, shall also be deemed the exclusive intellectual property of our licensors, and shall not be subject to any obligation of confidentiality on the part of us, our service providers and their licensors. By submitting any such materials, you automatically grant (or warrant that the owner of such materials has expressly granted) to us, to 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.

You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide any of our Online Services.

(C) GRANT OF LICENSE

To the extent we or our licensors or Service Providers make any software available to you via download on our Website or through other sites such as the Apple App Store or Google Play Marketplace for use in conjunction with the FNB Direct Mobile Banking service, we hereby grant, and you hereby accept, for the term of this Agreement, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("Products") for use only directly in conjunction with its permitted use of the FNB Direct Mobile Banking service.

SECTION 6 – SUSPENSION OR CANCELLATION OF SERVICES

(A) TERMINATION OF AGREEMENT AND ONLINE SERVICES

We may terminate this Agreement and any Online Service provided hereunder at any time upon ten (10) business days' prior written notice of termination to you. You may terminate any Online Service provided hereunder at any time upon ten (10) business days' prior written notice of termination to us.

If you terminate Online Services, you authorize us to continue making Internal or External Transfers, Bill Payments, Zelle Payment Service payments or any other transactions you have previously authorized until we have a reasonable opportunity to act upon your termination notice. Any transaction(s) the Online Service has already processed before the requested cancellation date will be completed by the Online Service. Once we have acted upon your termination notice, all scheduled transactions including recurring payments and transfers will not be processed. We reserve the right to terminate or to discontinue support of any software or equipment without written notice.

In the event you wish to cancel your usage of an Online Service, please contact Customer Service in one of the following manners:

A. Telephone us at 855-237-8042 during Customer Service hours; or,

B. Write to us at:

First National Bank of Pennsylvania
Customer Service Center
3014 East State St
Hermitage, PA 16148

We may terminate or suspend your access to any or all features of our Online Services at any time without advance notice, for any reason (including reasons unrelated to your bank accounts or your transactions). Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Notwithstanding the foregoing, we reserve the right to change, suspend or discontinue our Mobile Deposit service, in whole or in part, or your use of the Mobile Deposit service, in whole or in part, at any time with 21 days' prior notice to you, unless modification or termination is required for security purposes or if you violate this Agreement.

SECTION 7 – ABOUT THIS AGREEMENT

(A) SEVERABILITY

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that jurisdiction or any other jurisdiction.

(B) HEADINGS AND CAPTIONS

The section headings and captions therein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

(C) COMPLETE AGREEMENT

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 Online Services and the portion of the Online Banking Website through which the Online Services are offered and supersedes any proposal, prior agreement, marketing, or other similar material pertaining to the Online Services delivered to you in writing, verbally or obtained at our Online Banking Website. If there is a conflict between the terms of this Agreement

and something stated by an employee, Service Provider, or contractor of ours (including but not limited to its customer service personnel), the terms of the Agreement will prevail.

(D) SURVIVAL

Sections 3, 4, 5, and 7 of this Agreement as well as any term governing privacy, the payment of taxes, obligations regarding failed or returned transactions and service providers, in addition to any other terms which by their nature should survive, will survive the termination of this Agreement.

(E) REMEDIES FOR BREACH

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 Online 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, at our sole discretion, reserve the right to terminate this Agreement, access to, or use of the Online Service for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

(F) INDEMNIFICATION & RELEASES

1. INDEMNIFICATION

You agree to defend, indemnify and hold harmless us, our parent and our Affiliates and Service Providers and their Affiliates, officers, directors, agents, employees, representatives, 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:

- A. Your breach of this Agreement and/or your use of our Online Services; or
- B. Any claim pertaining to any warranty or indemnity that we make with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items.

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 Banks 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.

2. RELEASE

You release us, our parent and our Affiliates and Service Providers and their Affiliates, officers, directors, agents, employees, representatives, 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 our Online Services.

In addition, you waive and release any and all provisions, rights and benefits conferred either (i) by § 1542 of the California Civil Code, which reads: "Section 1542. 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 known by him must have materially affected his settlement with the debtor;" or (ii) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

(G) ARBITRATION OF DISPUTES

1. GENERAL DISPUTES

You agree that in the event of a dispute, claim or controversy arising between you and us in regard to our Online Services that we will both agree to resolve the dispute by looking to this Agreement. You and we agree that this Agreement is the complete and exclusive statement of the agreement between us and you, which supersedes any proposal or prior agreement, oral or written, and any other communications between us and you relating to the subject matter 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 service personnel), the terms of this Agreement will prevail.

2. ZELLE PAYMENT SERVICE DISPUTES

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that that the following rules shall apply:

- A. The arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration;
- B. The arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties;
- C. Discovery shall not be permitted;
- D. The matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and
- E. Any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation.

The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

3. EXTERNAL TRANSFER DISPUTES

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:

- A. 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;
- B. 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
- C. The small claims court must otherwise have jurisdiction of the claim and the parties.

4. EXTERNAL TRANSFERS ARBITRATION PROCEDURE

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

- A. You may, if you wish, commence arbitration pursuant either to
 - a. The AAA Consumer Arbitration Procedures, or
 - b. 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.
- B. 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:
 - a. 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;
 - b. The arbitration shall not require any travel or personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
 - c. Discovery shall not be permitted.
- C. 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.
- D. 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.

5. EXTERNAL TRANSFERS ARBITRABILITY ISSUES TO BE DECIDED BY ARBITRATOR

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.

(H) ALTERATIONS & AMENDMENTS

As part of your use of these Online Services and your affirmative consent you provided when you agreed to receive disclosures electronically, you agree to receive all legally required notifications via electronic means. We may amend this Agreement and any applicable fees and charges for the Online Service at any time by posting a revised version of this Agreement on our Online Banking Website unless the amendment is otherwise required by law or applicable regulation, in which case we will not send you notice of an amendment. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision or required by law. Any use of Online Services after a notice of change or after the posting of a revised version of this Agreement on our Online Banking Website will constitute your agreement to such changes and revised versions. Depositors and customers with overdraft protection line of credit agree to pay the associated usage or monthly fees for these services.

Further, we may, from time to time, revise, update, upgrade or enhance our Online Services 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 Online Services, and/or related applications and material, and limit access to only the Online Service's more recent revisions, updates, upgrades or enhancements. We also reserve the right to terminate the Online Services in its entirety.

(I) WAIVERS

We may waive any term or provision of this Agreement at any time. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on the part of FNB 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.

(J) WAIVER OF JURY TRIAL

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

(K) WAIVER OF CLASS ACTION CLAIMS

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

(L) ASSIGNMENT

We reserve the right to transfer or assign this Agreement or any responsibilities, rights, 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.

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold at our sole discretion.

(M) GOVERNING LAW

1. GENERAL PROVISIONS

These terms and conditions of this Agreement shall be governed by, interpreted under and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any state conflict of law 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. Your existing account relationships shall be governed by and construed in accordance with the laws of the State in which the Bank's branch office is located where you initially established your account(s). This Agreement shall also be governed by applicable Federal law. With regard to a dispute solely between you and CheckFree Services Corporation, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of law provisions. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

END – CONSUMER AGREEMENT FOR ONLINE SERVICES