

**Please read carefully the following Online and Mobile Banking Services Agreement (hereinafter referred to as the “Agreement”). You must acknowledge and accept the terms of this agreement before access to Online and Mobile banking services is available.**

## **GENERAL DESCRIPTION OF AGREEMENT**

This Agreement is between you and AmeriServ Financial (hereinafter referred to as “Bank”) and will govern the use of the AmeriServ Financial Online and Mobile Banking (hereinafter referred to as “Online Banking”). Online Banking permits the Bank’s customers to perform a number of banking functions through the use of a personal computer, mobile device, or other electronic devices.

Your use of Online Banking may also be affected by other agreements which are used in accessing your accounts at the Bank. When using Online Banking, if there is a conflict between any terms and conditions in this Agreement and those contained in other agreements with the Bank, this Agreement will control. Incorporated herein by reference are all regulatory disclosures that you received when opening an account with AmeriServ Bank.

## **DESCRIPTION & TERMS OF ONLINE BANKING SERVICES**

### **OVERVIEW: AMERISERV FINANCIAL ONLINE BANKING**

Self-service account maintenance such as re-ordering checks, account transactions, stop payments on paper checks, changing your user ID, password, and/or telephone number for out-of-band authentication (OOBA) security, and receive alerts on balances and transfers.

Internal transfer funds between your AmeriServ Bank accounts

Bill Payment Service

Stop Payment requests

Online Statement Service

External Transfers Service

Zelle® Standard Terms

Mobile Banking & Mobile Deposit Services

MX Personal Finance

### **Internal Transfer Service**

Transfers completed after approximately 10:00 PM ET on a business day, Saturday, Sunday or Banking holiday, will be posted on the next business day.

Amount of transfers are limited to the available balance in the respective transfer account.

Transfers from Passbook Savings, Certificates of Deposit, and Holiday Clubs are not permitted.

Transfers to Passbook Savings and Certificate of Deposit are not permitted.

Federal regulations limits preauthorized, automatic, telephone and other transfers from savings and money market accounts on a monthly basis. Please refer to the account agreement and disclosures obtained when establishing these accounts.

Online Banking identifies transfers based upon the login ID of the user who confirmed the electronic transfer.

Electronic fund transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled.

In the event the electronic fund transfers initiated through Online Banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

### **Bill Payment Service**

Please read the Bill Payment Description and Terms below. By registering for the Bill Payment Service and selecting the I Agree button, you agree to the terms and conditions below. If you do not want to enroll in Bill Payment, click I Do Not Agree.

You can always enroll later from the Make Payments menu in Online Banking. The following are the terms and conditions for the User's use of bill payment services and its third party processor. The bank reserves the right to modify these terms and conditions at any time

effective upon publication. User's use of bill payment service constitutes agreement to these terms and conditions and any modifications thereof.

You must designate a "Primary" Bank account for payments.

You must complete the name of the payee; the identifying number associated with payment; the payee's remittance address; the amount of the payment; and the date you want the payment to be paid to the payee.

If the date you want the payment to be paid to the payee is not a business day, the payee will receive the payment on the previous business day.

By using the Bill Payment Service, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required" paper draft, or by debiting and remitting funds on your behalf.

You also agree that your first bill payment will be charged to your Primary Account.

We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

User agrees to schedule bill payments (payment transaction date) at least ten business days before the due date, not including any grace period.

The payment will be debited from your account when the payee cashes the paper check payment. If the payee is paid electronically (as indicated on the Bill Payer list), the payment will be debited from your account the payment transaction date.

You understand and agree that the Bank is not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

Liability for failure to make payments – The greatest care is taken to ensure that your payment reaches the vendors in a timely fashion. The bank and its third party processor, however, cannot guarantee the time any payment will reach your vendors and will not be responsible for any fees you incur due to late payments. You are responsible for any loss or penalty applied to your account due to insufficient funds or other conditions that may prevent the withdrawal of funds from your checking account. Any loss the banks' third party processor may incur when there are insufficient funds in your account are also your responsibility. The bank shall not be responsible for any claim which you may have arising from transactions occurring pursuant to this agreement, as this agreement is between you and our third party processor. To report any payment issues, please call 800-837-2265.

To cancel a bill payment that you have scheduled through the service, you can cancel the payment via the Bank before 3:55 PM ET five business days prior to the payment transaction date by calling 800-837-2265 or by selecting “Cancel” in pending payments.

You may be charged an inactivity fee, when you do not use the Bill Payment services during a calendar month. All fees are listed on the Schedule of Fees document available at a branch near you or by calling 800-837-2265.

The Bank is responsible for exercising ordinary care in making payments directed through your account. The Bank will not be liable in any way for damages incurred by you due to delays in mail delivery, changes in vendor’s addresses, and the failure of any vendor to account correctly for or credit such payments in a timely manner or for any other circumstances beyond the control of the Bank. However, if the Bank does not complete an online transfer or Bill Payment to or from your account on time or in the correct amount, according to this Agreement, the Bank will generally be liable for direct losses or damages as limited herein.

### **Bill Payment Terms to Know**

Payee – any person or business that the consumer can make a payment to

Payee On-File – a list of payees that have an established relationship with bill payment processor

Payment Transaction Date – the date that bill payment processor delivers the payment to the payee

Manual Payment – a single, one-time payment that requires the consumer to enter an amount and Deliver by date

Automatic Payment – a payment set up by the consumer with specific payment instructions to apply to all payments for a specific payee

Expedited Payment – a single, one-time payment set up by the consumer for next-day (electronic) or overnight (check) payment. Additional fees may apply.

Funding Accounts – checking accounts used to fund a consumer’s payments

### **Stop Payment Requests**

Please refer to the Consumer Electronics Funds Transfer Agreement you received at the time you opened your checking or statement savings account for additional information.

You may initiate stop payment requests online via Online Banking only for paper checks you have written (non-electronically) on your Bank accounts.

Stop payment requests are processed immediately.

To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check.

The check must still be an outstanding item.

If you make your stop payment request online or by telephone, we may also require you to submit the request in writing within 14 days after you call.

You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

To place a stop payment on an Online Banking Bill Payment paper draft, please contact us at 800-837-2265.

#### Online Statement Service

The Online Statement feature will not be enabled until this disclosure is accepted.

You will not receive a separate Online Banking statement. Transfers to and from your accounts through Online Banking will appear on the respective periodic statements for your bank accounts.

#### **Online Statement Delivery Service Agreement**

By selecting “Online” for the accounts listed on Online Banking, you, other owners, or authorized representatives (“you”, “your” or “Owners”) of the accounts designated as “online” (“designated accounts”) may receive electronic notice of account statements, account records, agreements, disclosures, and other information from AmeriServ Financial (“AmeriServ”) for such designated accounts (“electronic records”) by access through a secure online banking channel, as described herein (“Online Statement Delivery Service”). The Online Statement Delivery Service allows receipt of or access to an electronic version of paper-based bank account statements. After the customer signs-up for Online Statement Delivery Service, statements will be made available on a monthly basis, 18 months of statements will be made available from initial agreement received. This Service is provided to you free of charge and permits the flexibility of saving and printing account statements at any given time.

By agreeing to use the Online Statement Delivery Service, you can electronically access, review, download and print selected electronic statement for your designated accounts, AmeriServ will no longer deliver the information contained in your selected electronic statements in paper form. Initially, all accounts will be included in the electronic delivery. Any accounts whose statements are combined with an account that uses electronic delivery will also be delivered electronically. You can choose to receive paper or online statements by account.

#### SOME TRANSACTION RECORDS MAY CONTINUE TO BE DELIVERED IN PAPER FORM

Even though you have requested electronic delivery of electronic records through the online banking channel, AmeriServ, at its discretion, may deliver in paper form to your last postal service mailing address of record, certain records for your designated accounts.

#### YOU MAY STOP THE ONLINE STATEMENT DELIVERY SERVICE AT ANY TIME

You may withdraw your consent to receive Online Statements electronically for any of your Accounts by changing your Online Statement preferences within the Customer Service tab of Online Banking. We may treat an invalid email address or the subsequent malfunction of a previously valid email address as a withdrawal of your consent to receive Online Statements electronically. We will not charge you a fee to process the withdrawal of your consent. If you withdraw your consent to receive Online Statement electronically, the withdrawal will become effective after your request is processed.

Electronic posting of your electronic records will continue until: (a) termination of the Online Statement Delivery Service, (b) termination of your designated account with AmeriServ, or (c) termination of your Online Banking Agreement with AmeriServ. AmeriServ may terminate the Online Statement Delivery Service for any or all designated accounts or for any or all transactions records at any time. Upon such Termination, delivery of paper copies of electronic records will resume within a reasonable time. Termination of the Online Statement Delivery Service does not affect the validity or legal effect of any electronic record delivered to you or any owners through the Online Statement Delivery Service. Termination of the Online Statement Delivery Service does not terminate the Online Banking Agreement unless otherwise so stated.

#### YOU MAY RECEIVE A PAPER COPY OF A TRANSACTION RECORD AT ANY TIME

AmeriServ will send you a paper copy of your electronic record previously delivered through the Online Statement Delivery Service at your request. AmeriServ's standard fee then in effect and charged for paper delivery of account statements will apply. Paper copies of electronic records can be requested by contacting AmeriServ:

By telephone at 800-837-2265; or

By e-mail at: [onlineadmin@ameriserv.com](mailto:onlineadmin@ameriserv.com); or

By Postal Mail at AmeriServ Financial, Bookkeeping, PO Box 520, Johnstown, PA 15907-0520; or

In person at one of our locations.

A request for a paper copy does not cause a termination of the Online Statement Delivery Service. A paper copy of electronic records can be obtained for the fee in effect at the time of the request, until the copy is no longer required to be maintained as a record for the designated account under applicable law or regulation.

#### APPROPRIATE COMPUTER EQUIPMENT AND SOFTWARE ARE REQUIRED

A personal computer, operating system and a telecommunication connection to the Internet capable of receiving, accessing, displaying and either printing or storing statements and disclosures you receive from us electronically via a plain text formatted email or by access to our website using one of the browsers specified below:

An Internet browser that supports 128-bit encryption, cookies, and pop-up windows. The recommended browsers include: Microsoft Internet Explorer 11, Apple Safari 7.1 and higher; Mozilla Firefox 55.0, Google Chrome 60.0 and higher;

Sufficient storage capacity on your computer's hard drive or other data storage unit;

Adobe Reader current version available from the statement screen; and

A current active email account with an Internet service provider and the appropriate software.

#### YOU MAY INCUR ADDITIONAL COSTS FOR USING THE SERVICE

You understand that your accessing electronic records may incur certain costs, not payable to AmeriServ, associated with e-mail, electronic access, downloading, online time and subscription costs associated with Internet and telecommunications service providers, paper and printing costs, and equipment or software upgrades if necessary. You agree that you will pay all such costs and expenses in connection with your use of the Online Statement Delivery Service.

#### INTERNET SERVICES AND E-MAIL MAY BE SUBJECT TO CERTAIN RISKS AND DISRUPTION

Certain risks are associated with the transmission of confidential electronic records through the Internet including but not limited to unauthorized access, systems outages,

delays, disruptions in telecommunications services and the Internet. YOU MUST MAINTAIN INTERNET ACCESS AND REVIEW ALL TRANSACTION RECORDS.

It is each Owner's sole responsibility to access and review promptly their electronic records. All terms in the electronic records for the designated accounts are binding on each Owner of the designated account just as if they were delivered in paper form. The electronic records are delivered in a manner to allow you immediate access to download and print the electronic records on your personal computer.

#### CONSENT TO ELECTRONIC DELIVERY OF NOTICES:

To consent to this service you must select "Online Statement Delivery" and click the "Submit" button. By selecting "Online Statement Delivery" and clicking "Submit", you indicate your execution and acceptance of this Agreement and your authorization and informed consent to the delivery of electronic records selected for your designated accounts as described in this Agreement. By accepting these terms and conditions, you represent and warrant that you are authorized to do so on behalf of all owners for the designated accounts.

You agree that this notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic funds transfer disclosures, may be made electronically by posting the notice on the Bank website or by sending you email.

You agree to notify us immediately of any change in your email address.

#### **External Transfers Service Agreement and Disclosure**

The Bank's External Transfers Service Agreement and Disclosure will govern the use of interbank transfers. As used herein, the terms "We", "us", "our", or "bank" refer to AmeriServ Financial Bank, and the terms "you" or "your" refer to the undersigned depositor(s) who use the Payment Service. We reserve the right to modify these terms and conditions at any time. Your use of the service constitutes your agreement to be bound by the terms and conditions of the Agreement, and any amendments or modifications thereof.

#### PAYMENT SERVICE

Transfers between your account(s) with AmeriServ Bank and account(s) at other financial institutions (foreign account) are accomplished through an automated clearing house (ACH) debit against the account funds are being transferred from and an ACH credit to the account funds are being transferred to.

## INFORMATION RELIED UPON BY THE BANK

To be accessible by Online Banking, accounts maintained at other financial institutions must be either a checking or a savings account and must be your account(s). You must provide the name of the institution, the routing-transit number, as well as the account number(s). Any errors in the information, including incorrect or inconsistent names, email addresses, phone numbers, or account numbers are your sole responsibility.

To ensure your security, before adding an outside account for external transfers, originating a new external transfer, editing an existing periodic external transfer, or changing your phone number through online banking, you may be required to authenticate your identity.

A small dollar transaction will be initiated to the foreign account for verification, and you will receive a Bank Mail alert message when completed. The dollar values must be entered in the "verify external transfer account" screen to open the transfer relationship. If the test transaction fails or is rejected, for security purposes AmeriServ Bank may decline your external transfer request(s) and any or all other transactions, and may close your account, with or without notice.

## TRANSACTION LIMITATIONS AND RESTRICTIONS

External Transfer Payment Service is subject to an individual transaction limit of \$1,100. Your individual and aggregate limits may change from time to time, at our discretion. We 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.

## FUNDS AVAILABILITY

Funds from external transfers will be available for withdrawal in accordance with the funds availability policy of the institution(s) holding the account that received the funds.

External transfer credits to your AmeriServ Bank account may be available as early as the next business day. We reserve the right to place a 3 day hold on deposited funds into your AmeriServ account(s).

In the event that funds are transferred into your transaction deposit account as a result of a payment instruction and it is determined that such transfer was improper because it was not authorized by the Sender, for any reason, you hereby authorize us to withdraw from the account an amount equal to the amount of funds improperly transferred to you.

## PROCESSING TIMEFRAMES

External Transfers can be scheduled, changed and deleted up until 3:00 PM ET on the business day of the scheduled initiation date.

External transfers scheduled to process on weekends or holidays will be rescheduled for the next processing date. Additionally, transfers scheduled for the 29th, 30th, or 31st of the month are interpreted as “month end” and will be processed on the last day of the month.

#### CANCELLATION AND NON-PROCESSED PAYMENTS

When you request a transfer from a transaction deposit account using the External Transfer Payment Service, the transfer may not be completed for various reasons, including without limitation:

- a) You have not provided complete and accurate required information regarding the foreign account;
- b) You do not have sufficient funds in your AmeriServ account(s) from which you have requested a transfer to be made;
- c) The dollar value of one or more of your transfer requests exceeds the transfer limits as previously described;
- d) You identify a security risk related to a requested transfer; or
- e) You are unable to fulfill your request for any other reason.

In each such case you agree that:

- a) You will reimburse us immediately upon demand for the amount of the payment transaction if we have delivered the payment to the foreign account but there are insufficient funds in your eligible account to allow us to complete the processing of the payment;
- b) You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and
- c) We are authorized to report the facts concerning the return to any credit reporting agency.

You will be informed of the rejection during your online session or by e-mail as soon thereafter as we have determined to reject the request.

We are not responsible for any error, delay or failure to execute your External Transfer request due to circumstances beyond our reasonable control, including without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the foreign bank or execution of such request by such bank, whether caused by acts of God, network or system outages, strikes, fires, floods,

power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank.

You may cancel the External Transfer service at any time by contacting us at 800-837-2265. Any payment(s) that have begun processing before the requested cancellation date will be processed. We reserve the right, in our sole discretion, to terminate, cancel or suspend your use of the service at any time or for any reason. You will be informed of the termination or suspension during your online session or by e-mail as soon as practicable. Neither termination nor suspension will affect your liability or obligation under this Agreement.

#### PROHIBITED PAYMENTS

The following types of payments are prohibited through this service, and we have the right but not the obligation to monitor and/or block, cancel or reverse any:

- a) Payments to or from persons or entities located outside of the United States;
- b) Payments that violate any law, statute, ordinance or regulation; and/or
- c) Payments that violate the acceptable use of the service.

In no event will we be liable for any claims or damages resulting from your attempt to make any prohibited payments. We have no obligation to review or resolve any claim resulting from a prohibited payment.

#### TRANSACTION HISTORY

You may view your transaction history by logging into Online Banking and looking at your Account History. Your history is also available through deposit account statements that we provide to you.

#### NOTICES TO THE BANK REGARDING THE PAYMENT SERVICE

Any notice to the bank concerning this service may be mailed to AmeriServ Financial Bank, PO Box 520, Johnstown PA 15907-0520 or we may be reached at 800-837-2265. If you have a problem with a transaction, you may call the above phone number to initiate resolution of your issue.

#### GOVERNING LAW

The terms and conditions of this Agreement shall be governed under the laws of the Commonwealth of Pennsylvania. This Agreement shall also be governed by applicable Federal law.

#### INDEMNITY

You agree to defend, indemnify and hold us and our third party service providers harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs and expenses, (including reasonable attorney's fees) arising out of or in connection with the provision of the Payment Service or are as a result of our reliance upon any instructions or information from you in connection with the Agreement.

#### DISCLAIMER OF LIABILITY

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: (A) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION, (B) THE FAILURE OF ANY INTERMEDIARY BANK OR YOUR THIRD PARTY'S BANK TO CREDIT THE PAYEE'S ACCOUNT IN THE AMOUNT OF THE FUNDS TRANSFERRED AFTER RECEIPT OF SAME OR TO DEBIT THE SENDER'S ACCOUNT IN THE AMOUNT OF FUNDS TRANSFERRED AFTER RECEIPT OF A PAYMENT INSTRUCTION OR, (C) ANY CHARGES IMPOSED AND ANY TRANSFER LIMITATIONS SET BY ANOTHER FINANCIAL INSTITUTION. IN NO EVENT SHALL THE BANK BE RESPONSIBLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR EXPENSE ARISING IN CONNECTION WITH YOUR PAYMENT SERVICE TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PAYMENT SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM ANY FINANCIAL INSTITUTION HOLDING AN ACCOUNT FOR ANY THIRD PARTY OR THAT THE PAYMENT SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE

#### **Zelle Network® Standard Terms**

##### 1. Description of Services

a. The Zelle Network® ("Zelle®") is a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the "Service"). We will refer to financial institutions that have partnered with Zelle as "Network Financial Institutions."

b.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 transferred by a Network Financial Institution.

c.THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. Eligibility and User Profile When you enroll to use the Service you agree to the Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle, or the financial system to risk.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the 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 Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not use the Service in any way, or upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material, that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or

entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle, as determined by Zelle in its sole discretion; or (f) in Zelle or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle have absolute discretion to remove content at any time and for any reason without notice. We and Zelle may also monitor such content to detect and prevent fraudulent activity or violations of the agreement. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to use a unique alpha-numeric identifier to your registered User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle tag. Each Zelle tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle tags you may use. Your Zelle tag must meet the Content Standards. You may not select a Zelle tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle have any obligation to monitor User Zelle tags, both we and Zelle have absolute discretion to remove a User Zelle tag at any time and for any reason without notice. We and Zelle may require you to change your Zelle tag in our sole discretion, and we may elect to make a Zelle tag unavailable to you, without any liability to you. We and Zelle may also monitor User Zelle tags to detect and prevent fraudulent activity or violations of the agreement. You understand that by using the Service, you may be exposed to a Zelle tag that is offensive, indecent, or objectionable. We and Zelle are not responsible for, and assume no liability, for any User Zelle tags, including any loss or damage caused thereby. We and Zelle make no representation or warranty that a User Zelle tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

Ameriserv Financial Bank reserves the right to to amend the terms this agreement at our discretion or at the discetion of the Zelle Network® .

### 3.Consent to Use and Disclose Personal Information (Including Account Information)

Ameriserv Financial Bank reserves the right to use information regarding your enrollment and transaction activities to market our products to you.

### 4.Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at <https://www.ameriserv.com/privacy> , which Privacy Policy is incorporated into and made a part of this agreement by this reference.

### 5.Wireless Operator Data

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Zelle or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

### 6.Enrolling for the Service

a.You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, toll-free number, Google Voice number, or Voice over Internet Protocol.

b.Once enrolled, you may:

i.authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and

ii.receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money”.

c.If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the

mobile number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

d. Once enrolled, a Z logo will appear on your profile for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll it with Zelle.

e. If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.

## 7. Consent to Emails and Automated Text Messages

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

a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

b. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle® tag is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated

text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.

e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 1-800-837-2265. You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported Carriers: Major US cellphone carriers.

#### 8.Receiving Money; Money Transfers by Network Financial Institutions

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

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

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

#### 9.Sending Money; Debits by Network Financial Institutions

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 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 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. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people you know and trust.

In most cases, when you are sending money to another enrolled User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle, the other Network Financial Institutions, and other Zelle users, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are

sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we or Zelle delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

Neither we nor Zelle have control over the actions of other Users or other Network Financial Institutions that could delay or prevent your money from being delivered to the intended User.

## 10. Liability

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

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER PURCHASE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED

TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

Neither Ameriserv nor Zelle® shall have liability to you for any such transfers of money using the Service, including without limitation:

(i) any failure, through no fault of Ameriserv or Zelle®, to complete a transaction in the correct amount, or

(ii) any related losses or damages.

Neither Ameriserv nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

#### 11. Send Limits

Transactions are limited to \$500 per transaction with a daily limit of \$750. You may request a higher limit by contacting us at 1-800-837-2265.

#### 12. Requesting Money

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender 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 sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

### 13.Transaction Errors

If you find a transaction error, contact the bank at 1-800-837-2265. All errors must be reported as soon as possible but no later than 45 days after appearing on the statement with the transaction.

### 14.Your Liability for Unauthorized Transfers

Refer to the Consumer Electronic Funds Transfer Agreement regarding your responsibility for electronic transactions. Contact us at once at 1-800-837-2265 if you believe someone has unauthorized knowledge of your Online Banking password or that someone may transfer money from your account without your permission. Calling us is your best way of keeping possible losses down: however, at your option you may notify us by writing to:

AmeriServ Financial

216 Franklin Street

P.O. Box 521

Johnstown, PA 15901

Otherwise, you could lose some of or all of the money in your accounts.

### 15.Liability for Failure to Complete Transfers

Failure to complete a transaction will result in the transaction being returned to the originating account.

### 16.Fees

AmeriServ Financial Bank does not charge for Zelle transaction.

### 17.Use of Our On-line Banking Website and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Terms and Conditions, which are available at <https://www.ameriserv.com/consumer-online-banking-terms> and incorporated into and made part of this Agreement by this reference.

### 18.Cancellation of the Service

To cancel Zelle access, call us at 1-800-837-2265. AmeriServ reserves the right to discontinue your access to Zelle at our discretion.

#### 19. Right to Terminate Access

To terminate Zelle access, call us at 1-800-837-2265. AmeriServ reserves the right to terminate your access to Zelle at our discretion.

#### 20. Disclaimer of Warranties

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

#### 21. Limitation of Liability

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

THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED

TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## 22. Indemnification

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

## 23. Governing Law; Choice of Law; Severability

The terms and conditions of this Agreement shall be governed under the laws of the Commonwealth of Pennsylvania. This Agreement shall also be governed by applicable Federal law.

## 24. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond the control of Ameriserv or Zelle. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

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

## **Mobile Banking & Mobile Deposit Services**

Mobile Banking is offered as a convenience in different methods: Mobile Apps and Mobile Text Message.

### Mobile Apps

Consumer Mobile Apps are free downloadable applications available through the Apple store, Amazon app store and Google Play. Enrollment in the program requires identification of your banking relationship with us and you must provide your mobile phone number. You will then receive a short message service (SMS) text from the bank with a verification code.

You must verify your mobile phone number by entering the verification code you received from us on our website.

### Mobile Text Message

Text Message Banking can be used from any mobile phone with SMS capability. Users can access their account information within seconds.

### OVERVIEW

Mobile Banking allows you to access your eligible Account information, transfer funds, pay bills, view and deposit checks. To utilize the Mobile Banking Service, you must be a registered Online Banking user. Information about AmeriServ Financial Bank's Mobile Banking service is available on our website at [www.AmeriServ.com](http://www.AmeriServ.com) or by calling 1-800-837-2265. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time without prior notice as may be required by law.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. AmeriServ Financial Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

### USE OF SERVICE

You agree to accept responsibility for learning how to use Mobile Banking and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

The Bank may terminate your access to any or all features of the Mobile service, including Mobile Deposits, at any time without advance notice, for any reason (including reasons unrelated to your bank accounts or your transactions). You agree that by using the Bank's Mobile Banking Services (including Mobile Deposit) information about your banking accounts and transactions will be transmitted over the Internet. You agree that the Bank will have no liability to you, if an unauthorized third party obtains information about your banking accounts or transactions despite reasonable precautions the Bank has taken to maintain the confidentiality of such information.

If you lose your registered mobile device or if it is stolen, you agree to disable such mobile device by unregistering your mobile device in the Mobile Banking Center located on the Desktop version of Online Banking or call 800-837-2265.

You should not store your username or password on your mobile device. You acknowledge that there are risks involved in using your mobile device to access your bank accounts and if your mobile device is lost or stolen, your confidential information could be accessed and unauthorized transactions could be accomplished

Mobile Deposit is designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information (“images”) to us or our processor with your Mobile Device. After you login to Mobile Banking, you may apply for Mobile Deposit.

#### LIMITS

Mobile Deposits are limited in amount to \$1,500 per deposit, \$2,000 per day, with a rolling 25 business day limit of \$15,000. The amounts are subject to change based on customer activity, and at the Bank’s discretion.

#### CHARGES FOR USER OF THE MOBILE DEPOSIT SERVICE

All charges associated with the Mobile Deposit services are disclosed in your Schedule of Fees.

#### ELIGIBLE ITEMS

You agree to scan and deposit only checks (i.e., drafts drawn on credit union, savings and loan, or bank and payable on demand).

You agree that you will not use Mobile deposit to deposit:

Checks Payable to any person or entity other than you (i.e. payable to another party and then endorsed by you);

Checks payable to you and another party who is not a joint owner on the account;

Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn; or

Checks drawn on a bank not located in the U.S. or denominated in other than U.S. dollars.

#### REQUIREMENTS

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within specified location, although we may accept endorsements outside this space. Your endorsement must include your signature and your account number and “FOR MOBILE DEPOSIT AT AMERISERV BANK ONLY”. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees and deposited into an account with both payees having ownership. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

#### RECEIPT OF DEPOSIT

All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

#### ORIGINAL CHECKS

After you receive confirmation that we have received an image, you must securely store the original check for no less than 90 days after such Check has been digitized and processed. Upon our request from time to time, you will deliver to us within 10 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after 90 day period

expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

#### RETURNED DEPOSITS

Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawn-on bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

#### YOUR WARRANTIES

You make the following warranties and representations with respect to each image:

Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.

You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.

There are no other duplicate images of the original check.

The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.

You are authorized to enforce and obtain payment of the original check.

You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

#### COMPLIANCE WITH LAW

You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

#### MOBILE DEPOSIT UNAVAILABILITY

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to: AmeriServ Financial Bank, 216 Franklin Street, Johnstown PA 15901.

#### FUNDS AVAILABILITY

For purposes of funds availability, Mobile Deposits are made at 216 Franklin Street, Johnstown PA, 15901. Mobile Deposits confirmed as received before 6:00 PM ET on a business day will be available to your account the next business day. Deposits confirmed received after 6:00 PM and deposits confirmed received on holidays or days that are not our business days will be available to your account on the 2nd business day. Funds will be available as described in our Funds Availability Disclosure.

#### BUSINESS DAYS

Every day is a business day, except Saturdays, Sundays, and federal holidays.

#### MOBILE DEPOSIT SECURITY

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to 1-800-837-2265 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

#### YOUR RESPONSIBILITY

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere or attempt to interfere, with the technology or Service.

#### FINANCIAL INFORMATION

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

#### TERMINATION

We may from time to time revise, update, or otherwise modify, Mobile Deposit or any part thereof. We will provide notice of any such material change. You may choose to accept or decline changes by discontinuing use of Mobile Deposit. Your use of Mobile Deposit after we notify you of any changes will constitute your agreement to such changes. We reserve the right to terminate this Agreement and your access to Mobile Deposit at any time and for any reason.

#### OTHER AGREEMENTS WITH US AND OTHERS

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including,

but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

#### ACCOUNT OWNERSHIP/ACCURATE INFORMATION

You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

#### USER CONDUCT

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would:

Infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software;

Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity;

Violate any law, statute, ordinance or regulations (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);

Be false, misleading or inaccurate;

Create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers;

Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;

Potentially be perceived as illegal, offensive or objectionable;

Interfere with or disrupt computer networks connected to Mobile Banking;

Interfere with or disrupt the use of Mobile Banking by any other users; or

Use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### NO COMMERCIAL USE OR RE-SALE

You agree that the Service is only for the use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

#### INDEMNIFICATION

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless AmeriServ Financial Bank, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from:

A third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Agreement and this Addendum;

Your violation of any law or rights of a third party; or

Your use, or use by a third party, of Mobile Banking.

#### **MX Personal Finance**

This End User License User agreement contains the terms and conditions for your use of FIS Personal Finance tools and services that we may provide to you and that involve accessing third party account information ("Services"). Hereinafter "us" "we" "our" or "Financial Institution" refers to your financial services provider.

Provide Accurate Information. You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services,

and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

**Content You Provide.** Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.

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

**Third Party Accounts.** With respect to any third party sites we may enable you to access through the Services or with respect to any non- Financial Institution accounts you include in the Services, you agree to the following:

You are responsible for all fees charged by the third party in connection with any non-Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User agreement does not amend any of

those terms and conditions. If you have a dispute or question about any transaction on a non- Financial Institution account, you agree to direct these to the account provider.

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

**Limitations of Services.** When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

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

**Aggregated Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

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

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

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

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

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

LIMITATION OF LIABILITY. YOU AGREE THAT FINANCIAL INSTITUTION AND ITS THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICES AT OUR WEBSITE/MOBILE APPLICATION OR OF ANY THIRD PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.

Export Restrictions. You acknowledge that the Services and any software underlying such Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or Services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production

of nuclear, chemical or biological weapons. You further acknowledge that the Services may include technical data subject to export and re-export restrictions imposed by U.S. law.

Other Terms. You may not assign this User agreement. A determination that any provision of this User agreement is unenforceable or invalid shall not render any other provision of this User agreement unenforceable or invalid.

## **Additional Terms**

### **LIMITATIONS ON BANK'S RESPONSIBILITY**

Refer to the Consumer Electronic Funds Transfer Agreement regarding the Bank's responsibility on electronic transactions.

The bank will not be liable for failure to make an electronic transfer where conditions or circumstances outside the bank's control prohibit the bank from completing the transaction. Examples of this include, but are not limited to: insufficient funds in your account; funds in your account become subject to an encumbrance or levy; malfunction in your computer software; emergencies at the bank; the bank's placement of a "hold" on your account or the account is closed. In addition, the bank reserves the right not to process a transfer/bill payment for security reasons. In no event shall the bank be liable for damages in excess of your actual loss due to the bank's failure to complete a transfer or bill payment and bank will likewise not be liable for any incidental or consequential damages.

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Refer to the Consumer Electronic Funds Transfer Agreement regarding your responsibility for electronic transactions. Contact us at once at 800-837-2265 if you believe someone has unauthorized knowledge of your Online Banking password or that someone may transfer money from your account without your permission. Calling us is your best way of keeping your possible losses down; however, at your option you may notify us by writing to:

AmeriServ Financial

216 Franklin Street

P.O. Box 520

Johnstown, Pa 15901

Otherwise you could lose some or all of the money in your accounts.

If your statements show Online Banking transfers or bill payments that you did not make, report the matter to the bank immediately. If you do not notify the bank within sixty (60) days after the statement was mailed or made available to you via electronic statements, you may not be eligible for the money you lost after the sixty (60) days if the bank can prove we could have stopped the transaction had you reported the matter in time.

In case of errors or questions about your Electronic Transfers or Bill Payments, telephone us at once at 1-800-837-2265 or email us at [info@ameriserv.com](mailto:info@ameriserv.com). We must hear from you no later than 60 days after we sent the first statement upon which the questionable transaction appeared. Tell us:

Your name and account number.

Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If a Bill Payment, please provide the payee name, the payment date, and the amount.

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

The Bank will tell you the results of its investigation within 10 business days after the case is reported and will correct any error promptly. If the Bank needs additional time, we may take up to 45 days to investigate your complaint or question. If we decide to do this, the Bank will provide a provisional credit to your account within 5 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. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not provide a provisional credit to your account.

For errors involving new accounts, point-of-sale, 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 decide that there was not an error, we will send you a written explanation within 3 business days after we finish our investigation. If you received a provisional credit, that amount will be debited from your account. You may ask for copies of the documents that we used in our investigation.

Refer to the Consumer Electronic Funds Transfer Agreement you received at time of account opening for additional information.

ACCESS

To use Online Banking, you must have at least one account at the Bank, access to Internet service, and an email address. Online Banking can be used to access only the Bank accounts which you are authorized or ownership of. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder. Operating systems and browser requirements are available by contacting us at 800-837-2265.

## HOURS OF ACCESS

You can access Online Banking seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled maintenance.

## PASSWORDS

You determine your password and it is not known by the Bank.

You accept responsibility for the confidentiality and security of your password and agree to change your password regularly.

Your password must meet our standard of between 14 and 64 characters long, and contain at least:

1 upper case

1 lower case

1 number

1 special character

Your password should not be associated with any commonly known personal identification, such as social security number, address, date of birth, names of family members.

## SECURITY

You agree to promptly examine your account statement as soon as you receive it.

You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number.

The user ID and password you create for Online Banking are for security purposes. They are confidential and should not be disclosed to third parties. You understand that the user ID and password identifies you and authenticates and validates directions given as would

your actual signature. You therefore agree to take reasonable precautions to protect the integrity of your user ID and password including but not limited to the following:

Not to disclose user ID or password to any other individual.

Not to write your user ID or password on any literature which may be easily accessed by another individual.

To indemnify and hold harmless Bank for any unauthorized transactions resulting from your disclosure of user ID and/or password to any other individual.

Upon three (3) unsuccessful attempts to use Online Banking your access to Online Banking is suspended. To re-establish your authorization to use Online Banking, you must comply with the multifactor authentication and successfully complete the one-time out-of-band authentication setup.

Mobile Device. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

Bank reserves the right to monitor and review transmissions online and in storage, and to remove or reject any material which Bank, at its sole discretion, believes may be unlawful or objectionable, without prior notice to you.

#### FEES AND CHARGES

You agree to pay the fees and charges for your use of Online Banking Services as set forth in the current Schedule of Fees received at time of account opening or thereafter notified. Such fees as Bill Payment Inactivity fee may apply. You agree that all such fees and charges will be deducted from the Bank checking account designated as the "Primary Account". If you close your Primary Account, you must contact us immediately to designate another account as your Primary Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

#### CHANGE IN TERMS

We may change any terms of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount

of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system.

We will post any required notice of the change in terms on the Bank website, on your monthly account statement, forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective.

Your continued use of any or all of the Online Banking services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

#### YOUR RIGHT TO TERMINATE ONLINE BANKING OR BILL PAY

You may cancel your Online Banking or Bill Payment service at any time by providing us with written notice by postal mail, email, or fax. Your access to Online Banking will be suspended within 5 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

#### OUR RIGHT TO TERMINATE ONLINE BANKING OR BILL PAY

You agree that we can terminate or limit your access to Online Banking services for any of the following reasons:

Without prior notice, if you have insufficient funds in any of your Bank accounts. Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.

Upon 3 business days' notice, if you do not contact us to designate a new Primary Account immediately after you close your Primary Account.

Login IDs may be removed from the Online Banking after 6 months of inactivity, requiring you to re-enroll.

Upon reasonable notice, for any other reason at our sole discretion.

#### ACCOUNT/AUTHORIZED SIGNERS OF BANK ACCOUNTS

Account principals recognize that any requirement of verifying two signatures on checks or dollar limit, if such a requirement exists, does not apply to electronic or telephone

transfers, including online bill payments, and releases AmeriServ Bank from liability when making such transfers or payments.<="" span="">

## COMMUNICATIONS BETWEEN BANK AND YOU

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Email – You can contact us by email at [info@ameriserv.com](mailto:info@ameriserv.com) (Please note that transactions through Online Banking are not made via email.)

Telephone – 800-837-2265

Facsimile – 814-533-5112

Postal Mail – Write us at:

AmeriServ Financial

PO Box 520

Johnstown, PA 15907-0520

In Person – Visit us in person at any one of our Branch locations.

## MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Pennsylvania, without regard to that state's conflict of law principles. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. This Agreement embodies the entire understanding and agreement between you and AmeriServ and supersedes any prior understandings and agreements relating thereto.

## DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

We make no warranty of any kind, express or implied, including any implied warranty of merchant ability or fitness for a particular purpose, in connection with the Online Banking services provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason

of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through the Online Banking.