

ONLINE AND MOBILE BANKING SERVICES AGREEMENT

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.

ONLINE BANKING SERVICES. DESCRIPTION AND TERMS OF ONLINE BANKING SERVICES:

- A. OVERVIEW: AMERISERV FINANCIAL ONLINE BANKING:
 - a. 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.
 - b. Internal transfer funds between your AmeriServ Bank accounts.
 - c. Bill Payment Service.
 - d. Stop Payment requests.
 - e. Online Statement Service.
 - f. People Pay and External Transfers Service
 - g. Mobile Deposits through mobile channel devices
- B. INTERNAL TRANSFER SERVICE:
 - a. 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.
 - b. Amount of transfers are limited to the available balance in the respective transfer account.
 - c. Transfers from Passbook Savings, Certificates of Deposit, and Holiday Clubs are not permitted.
 - d. Transfers to Passbook Savings and Certificate of Deposit are not permitted.
 - e. 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.
 - f. Online Banking identifies transfers based upon the login ID of the user who confirmed the electronic transfer.
 - g. Electronic fund transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled.
 - h. 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.
- C. 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.

- a. You must designate a "Primary" Bank account for payments.
- b. 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.
- c. 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.
- d. 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.
- e. You also agree that your first bill payment will be charged to your Primary Account.
- f. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.
- g. User agrees to schedule bill payments (payment transaction date) at least ten business days before the due date, not including any grace period.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. Bill Payment Terms to Know
 - i. Payee - any person or business that the consumer can make a payment to
 - ii. Payee On-File - a list of payees that have an established relationship with bill payment processor
 - iii. Payment Transaction Date – the date that bill payment processor delivers the payment to the payee

- iv. Manual Payment - a single, one-time payment that requires the consumer to enter an amount and Deliver by date
- v. Automatic Payment - a payment set up by the consumer with specific payment instructions to apply to all payments for a specific payee
- vi. Expedited Payment - a single, one-time payment set up by the consumer for next-day (electronic) or overnight (check) payment. Additional fees may apply
- vii. Funding Accounts - checking accounts used to fund a consumer's payments

D. STOP PAYMENT REQUESTS:

- a. 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.
- b. You may initiate stop payment requests online via Online Banking only for paper checks you have written (non-electronically) on your Bank accounts.
- c. Stop payment requests are processed immediately.
- d. 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.
- e. The check must still be an outstanding item.
- f. 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.
- g. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.
- h. To place a stop payment on an Online Banking Bill Payment paper draft, please contact us at 800-837-2265.

E. 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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. 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.
- f. 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:
 - i. By telephone at 800-837-2265; or
 - ii. By e-mail at: onlineadmin@ameriserv.com; or
 - iii. By Postal Mail at AmeriServ Financial, Bookkeeping, PO Box 520, Johnstown, PA 15907-0520; or
 - iv. In person at one of our locations.
- g. 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.
- h. 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:
 - i. 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;
 - ii. Sufficient storage capacity on your computer's hard drive or other data storage unit;
 - iii. Adobe Reader current version available from the statement screen; and
 - iv. A current active email account with an Internet service provider and the appropriate software.
- i. 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.
- j. 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.**
- k. 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.

F. PEOPLE PAY AND EXTERNAL TRANSFERS SERVICE AGREEMENT AND DISCLOSURE

The Bank's People Pay and External Transfers Service Agreement and Disclosure will govern the use of the Person-to-Person Payment Service (Payment Service). 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 Payment Service constitutes your agreement to be bound by the terms and conditions of the Agreement, and any amendments or modifications thereof.

- a. **Payment Service.** The Payment Service enables you to initiate payments from your eligible bank transaction deposit account(s) to a person or entity that maintains a transaction deposit account at another U.S. financial institution and receive funds from a person or entity that maintains a transaction deposit account at another U.S. financial institution into your transaction deposit account. Prior to completing any transfer, however, the Third Party will be required to take additional steps to facilitate and/or confirm the transfer of funds to or from your transaction deposit account, and the transfer will not be completed until we are satisfied that such additional steps have been taken.
- b. **Information Relied Upon by the Bank.** You acknowledge and agree that we are relying upon the information you provide when using the Payment Service, and that you are responsible for the accuracy or completeness of this information. Any errors in the information, including incorrect or inconsistent names, email addresses, phone numbers or account numbers for any Third Party, or the ABA number or name of the Third Party's financial institution, are your sole responsibility. You understand that we are not responsible for investigating and clarifying discrepancies in any information provided by your or any Third Party, and that we are not responsible or liable for fees, charges or other damages resulting from incorrect information entered by you or any Third Party in connection with the Payment Service.
- c. **Transaction Types, Limitations, and Restriction.** The People Pay Payment Service is subject to a daily individual transaction limit of \$600, and an aggregate daily limit of \$750 per day, regardless of the manner in which the payment is made. External Transfer Payment Service is subject to a daily individual transaction limit of \$1,100, and an aggregate daily limit of \$1,650 per day, regardless of the manner in which the payment is made. 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.

Payment instructions are processed in two ways: (a) You can provide all the required information about the Third Party's transaction deposit account at another financial

institution, including the account title and number, or (b) you can provide contact information regarding the Third Party, including an e-mail address and/or mobile telephone number, and we will contact the Third Party on your behalf and request that the Third Party provide information so that we may validate the identity of the Third Party, and then provide transaction account information in order to complete the payment instruction.

- d. Authorization for Payment Service. By providing us with names and telephone numbers, e-mail and mailing addresses, and/or bank account information of any Third Party, you authorize us to follow the payment instructions that we receive through the Payment Service.

When we receive a payment instruction from you, you authorize us to: (a) in the case of any transfer from your transaction deposit account, debit your account for the amount of any such payment, plus any related fees in effect at the time you initiate the payment, and to transfer funds to the Payee or (b) in the case of any transfer to your transaction deposit account, credit your account for the amount of such payment, including but not limited to those payments returned to us from other financial institutions to whom you sent payment(s), and those payments that were canceled and returned to you because the processing of the payment instruction could not be completed.

- e. Processing Timeframes for the Payment Service. You agree that when you use the Payment Service to initiate a payment from your transaction deposit account, we will begin to process the payment and debit your account as early as the day you initiate the payment instruction. Depending on the payment method, funds may be transferred into the payee's transaction deposit account as early as the day you initiated the payment instruction. When you use the Payment Service to initiate a payment to your transaction deposit account, you acknowledge that there may be a delay between the time you are notified of the pending payment instruction and the deposit of the payment funds into your account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your deposit account. The bank may place a 3 day hold on deposited funds into your account.

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.

- f. Cancellation and Non-Processed Payments.
 - i. Unsuccessful or Returned Transfers. When you request a transfer from a transaction deposit account using the 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 Third Party;
 - B. You do not have sufficient funds in your transaction deposit account from which you have requested a transfer to be made;
 - C. The dollar value of one or more of your transfer requests exceed any of your 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:

- F. You will reimburse us immediately upon demand for the amount of the payment transaction if we have delivered the payment to the Payee but there are insufficient funds in your eligible account to allow us to complete the processing of the payment;
- G. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and

H. 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.

- ii. Cancellation and Stop Payment Requests. You may cancel the initiation of a transfer or stop a transfer at any time until the processing of the transfer into the Payee's account has begun. Except as otherwise provided by applicable law, we will have no liability to you for failing to stop a transfer at your request or recover funds associated with an unauthorized transfer. If you wish to cancel a payment or place a stop payment you may contact us at 1-800-837-2265. You agree that we may assess a fee for each stop payment or fund recovery request in accordance with the current Schedule of Fees.
 - iii. Unclaimed Funds. Payments not claimed by a Payee will be automatically cancelled ten (10) days after the processing of the payment begins. When you initiate a payment transaction, the Payee is not required to accept the payment transaction. You agree that you will not hold the bank liable for any damages resulting from a Payee's decision to accept or not to accept a payment transaction initiated or attempted through the Payment Service.
 - iv. Delays, Non-Execution of Requests. We are not responsible for any error, delay or failure to execute your funds 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 Third Party's 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.
 - v. Refused payments. We reserve the right to refuse to pay any Payee for any reason. We will attempt to notify you promptly if we decide to refuse to pay a Payee. This notification is not required if you attempt to make a prohibited payment.
 - vi. Termination, Cancellation, or Suspension of the Payment Service. You may cancel the Payment 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 Payment 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.
- g. Prohibited Payments. The following types of payments are prohibited through this Payment Service and we have the right but not the obligation to monitor and/or block, cancel or reverse any:
- i. Payments to or from persons or entities located outside of the United States;
 - ii. Payments that violate any law, statute, ordinance or regulation;
 - iii. Payments that violate the acceptable use of the Payment 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.

- h. Notices to you regarding the Payment Service. You agree that we may provide notice to you by posting such notice:
- i. By delivering it through your Online Banking service;
 - ii. E-Mailing it to an address that you have provided to us;
 - iii. Mailing it to any postal address that you have provided to us; or
 - iv. Sending it as a SMS text message to any mobile phone number that you have provided under the Payment Service.

You will be deemed to have received any notice given by any of these methods (regardless of whether you have actually seen the notice) no later than twenty-four (24) hours after the notice is sent or posted. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosure through electronic communications by contacting us. You understand that electronic communications are an integral part of the Payment Service and acknowledge that we reserve the right to terminate your use of the Payment Service if you withdraw your consent to receive electronic communications. By providing us with a telephone number (including a wireless/cellular, mobile telephone number), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes.

- i. 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.
- j. 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.
- k. Service Providers. We reserve the right to offer the Payment Service through one or more independent third party service providers that we have engaged to render some or all of the service to you on our behalf. You agree that we have the right under this Agreement to delegate to service providers all of the rights and performance obligations that we have under this Agreement, and that the service providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

You further understand that your mobile phone service provider is not the provider of the Bank's payment service. Data and messaging charges from your telecommunications provider may apply (in addition to any charges under the Payment Service), and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device.

- l. 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.
- m. 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.
- n. 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.

G. MOBILE BANKING AND MOBILE DEPOSIT SERVICES

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

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.

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

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 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.

a. Use of Service

- i. 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.
- ii. 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.

- iii. 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.
 - iv. 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
 - v. 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.
- b. Limits
- i. 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.
- c. Charges for user of the Mobile Deposit Service
- i. All charges associated with the Mobile Deposit services are disclosed in your Schedule of Fees.
- d. Eligible Items:
- i. You agree to scan and deposit only checks (i.e., drafts drawn on credit union, savings and loan, or bank and payable on demand).
 - ii. You agree that you will not use Mobile deposit to deposit:
 - A. Checks Payable to any person or entity other than you (i.e. payable to another party and then endorsed by you).
 - B. Checks payable to you and another party who is not a joint owner on the account.
 - C. 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
 - D. Checks drawn on a bank not located in the U.S. or denominated in other than U.S. dollars.
- e. Requirements
- i. 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.
 - ii. 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.
 - iii. 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.
- f. Receipt of Deposit
- i. 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.

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

g. Original Checks

- i. 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.*
- ii. 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.

h. Returned Deposits

- i. 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.
- ii. 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.

i. Your Warranties

- i. You make the following warranties and representations with respect to each image:
 - A. 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.
 - B. The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
 - C. 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.
 - D. There are no other duplicate images of the original check.
 - E. 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.
 - F. You are authorized to enforce and obtain payment of the original check.

- G. You have possession of the original check and no party will submit the original check for payment.
- H. 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.
- j. Compliance with Law
 - i. 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.
- k. Mobile Deposit Unavailability
 - i. 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.
- l. Funds Availability
 - i. 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.
- m. Business Days
 - i. Every day is a business day, except Saturdays, Sundays, and federal holidays
- n. Mobile Deposit Security
 - i. 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.
- o. Your Responsibility
 - i. 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.
 - ii. 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.
- p. Financial Information
 - i. 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.

- q. Termination
 - i. 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.
- r. Other Agreements with Us and Others
 - i. 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.
- s. Account Ownership/Accurate Information
 - i. 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.
 - ii. 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.
- t. User Conduct
 - i. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would:
 - A. Infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software;
 - B. 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;
 - C. 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);
 - D. Be false, misleading or inaccurate;
 - E. 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;
 - F. Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
 - G. Potentially be perceived as illegal, offensive or objectionable;
 - H. Interfere with or disrupt computer networks connected to Mobile Banking;
 - I. Interfere with or disrupt the use of Mobile Banking by any other users; or
 - J. Use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- u. No Commercial use or re-sale

- i. 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.
- v. Indemnification
 - i. 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. 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;
 - B. Your violation of any law or rights of a third party; or
 - C. Your use, or use by a third party, of Mobile Banking.

H. 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.

1. **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.

2. **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.

3. **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.**

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

- a. You are responsible for all fees charged by the third party in connection with any non- Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non- Financial Institution account, you agree to direct these to the account provider.
- b. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. 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

12. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. 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.

13. 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.

14. 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.

15. **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. We must hear from you no later than 60 days after we sent the first statement upon which the questionable transaction appeared. Tell us:

1. Your name and account number.

2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. 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.

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

1. You determine your password and it is not known by the Bank.
2. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly.
3. Your password must meet our standard of between 8 and 32 characters long, and contain at least:
 - 1 upper case
 - 1 lower case
 - 1 number
 - 1 special character
4. 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:

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

2. 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.
3. 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:
 - a. Not to disclose user ID or password to any other individual.
 - b. Not to write your user ID or password on any literature which may be easily accessed by another individual.
 - c. To indemnify and hold harmless Bank for any unauthorized transactions resulting from your disclosure of user ID and/or password to any other individual.
4. 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.
5. 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.
6. 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:

1. 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.
2. Upon 3 business days' notice, if you do not contact us to designate a new Primary Account immediately after you close your Primary Account.
3. Login IDs may be removed from the Online Banking after 6 months of inactivity, requiring you to re-enroll.
4. 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.

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 (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.