



ONLINE BANKING AND BILL PAY AGREEMENT AND DISCLOSURES

IMPORTANT INFORMATION ABOUT THIS AGREEMENT:

YOU ARE PREPARING TO RECEIVE REQUIRED CONSUMER DISCLOSURES IN AN ELECTRONIC FORM. THEREFORE, THIS AGREEMENT SERVES THE FOLLOWING TWO PURPOSES:

- **OBTAIN YOUR AFFIRMATIVE CONSENT TO RECEIVE THE REQUIRED CONSUMER DISCLOSURES IN ELECTRONIC FORM AND PROVIDE YOU WITH A CLEAR AND CONSPICUOUS STATEMENT ABOUT YOUR RIGHTS IN REGARD TO RECEIVING ELECTRONIC CONSUMER DISCLOSURES AS OUTLINED IN THE ELECTRONIC RECORDS AND SIGNATURES IN COMMERCE (E-SIGN) ACT, AND;**
- **PRESENT YOU WITH THE REQUIRED CONSUMER DISCLOSURES FOR THE ONLINE BANKING SERVICE.**

CONSENT TO RECEIVE ELECTRONIC DISCLOSURE

BY CLICKING THE "I AGREE" BUTTON BELOW YOU ARE AFFIRMATIVELY CONSENTING TO RECEIVE THE REQUIRED DISCLOSURE IN ELECTRONIC FORM.

ELECTRONIC COMMUNICATIONS

The Online Banking Service is an electronic internet-based service. Therefore, you understand that this Agreement will be entered into electronically.

- You have the right to have this disclosure provided or made available on paper or in non-electronic form;
- You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your Online Banking Service;
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures in connection with the Online Banking Service;
- You can update your electronic contact information by using the User Maintenance function within the service or calling the Customer Service number noted in this document;
- After clicking the "I Agree" button, you may request a paper copy of this consumer disclosure by contacting us at 610-395-8834;
- You understand that to access and retain this disclosure and to use the Online Banking Service, you must have the following: a PC with an Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the PC, an e-mail address, and either a printer or sufficient electronic space to store this disclosure.

Electronic Contact Information

In order to keep you informed of changes to this disclosure, we will distribute the new disclosure to you when changes are made. We will distribute the new disclosure to the electronic mail address you register in the Online Banking Service. If an email is returned as "undeliverable", we will deliver to a secondary electronic mail address, if we have one on file, or we will send a hard copy of any changes to your physical mailing address that is on record with us. In order to ensure timely notification of any changes, please notify us on a timely basis of a change in your electronic mail address or physical mailing address.

The first time you access your accounts through the Online Banking Service you agree to be bound by the terms and conditions of this Online Banking and Bill Payment Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms.

I. Introduction

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at New Tripoli Bank (δInstitutionö, ðweö, öusö and öourö) via our Online Banking site. As used in this Agreement, the terms "you" and "your" refer to each person submitting an Online Banking Application.

II. Relation to Other Agreements

Your use of our Online Banking Service may also be affected by the agreements between us for your linked accounts. When you link an account to our Online Banking Service, you do not change the agreements you already have with us for that account. For example, when you use our Online Banking Service to access a deposit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the deposit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions which might impact your use of our Online Banking Service.

III. Benefits of Online Banking

1. Account Information

(i) You may view current balance information or review transaction activity for your eligible New Tripoli Bank checking, savings, money market savings, CD, line of credit, mortgage or loan accounts that have been linked for Online Banking access. Current balances may include deposits that are still subject to verification and may not include deposits or loans that are in process, outstanding checks or payments, or other withdrawals, payments, credits, charges, or debits that have not yet been posted to your account.

(ii) You may perform self-service activities such as, viewing front and back images of your manually written checks, changing your Online Banking Password, changing your email address and researching up to 365 days of historical account balance and activity information.

2. Fund Transfers

(i) You may make same-day, future-dated or recurring fund transfers in any amount between your New Tripoli Bank deposit accounts that have been linked for Online Banking access. If you request a fund transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account. You may access your account(s) by computer or Smart Phone 24 hours a day using a password, to:

- transfer funds from checking to checking or statement savings or Money Market Accounts
- transfer funds from statement savings to checking or statement savings or Money Market Accounts
- make payments from checking to loan accounts with us
- make payments from checking to third parties (available via bill pay)
- get information about:
 - the account balance of checking, savings, money market or certificate accounts
 - the last 365 days of transactions for checking and savings, money market accounts

We may refuse to act on your fund transfer instruction if there are not enough funds available in your account, including funds available under any linked line of credit, on the Transaction Date. Funds transferred to a deposit account will be deemed deposited on the Transaction Date and will be available thereafter in accordance with our funds availability policy.

(ii) You may edit or cancel a future-dated fund transfer prior to 11:00 p.m. Eastern Standard Time on the day before the Transaction Date. A same day transfer is effective immediately and cannot be canceled.

(iii) You may make same day, future dated, or recurring fund transfers between your New Tripoli Bank deposit accounts and your linked New Tripoli Bank line of credit, installment loan or mortgage loan accounts. Fund transfers cannot be made if you only have a CD, or a loan account with New Tripoli Bank.

(iv) You may initiate an internal transfer using the Online Banking service which will allow you to debit your Checking or Savings account at New Tripoli Bank and initiate a credit into another customer's account at New Tripoli Bank. Once the transfer is completed you cannot stop or reverse this transfer.

(v) You may initiate an external transfer using the Online Banking service which will allow both a debit and a credit transaction to/from your New Tripoli Bank account to/from an account at another US financial institution with same ownership. This service uses the ACH rules and regulations governing funds transfer services. Once the transfer is completed you cannot stop or reverse this transfer. You can only transfer funds using the external Bank to Bank feature to or from a New Tripoli Bank account and cannot use an internal transfer feature with an external account.

New Tripoli Bank may, from time to time, introduce new Online Banking Services. By using those services after they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

IV. Security & Protecting Your Account

We are strongly committed to protecting the security and confidentiality of our customers' account information. We use several techniques to help secure our Online Banking Service, including the following:

- You can only access Online Banking with certain browsers that have a high security standard.
- Your account numbers are never displayed in full - only the last 4 digits can be viewed.
- You must have a valid Online Banking User ID and password to log-on.
- If no action is taken for 14 minutes, you will be automatically logged off the Online Banking system.

As an additional part of our security procedures, following our review and approval of your enrollment request for Online Banking Services, we will confirm via email to you when you can access the Online Banking Services. At any time that you choose, you may change your User ID and password using the Online Banking Service, and you may change your User ID and password as frequently as you choose. **YOU ARE RESPONSIBLE FOR KEEPING YOUR USER ID, PASSWORD, ACCOUNT NUMBERS AND OTHER ACCOUNT DATA CONFIDENTIAL.** For security purposes, it is recommended that you memorize your User ID, and your password. Do not write them down. You agree that you will not, under any circumstances, disclose your password to anyone, including anyone claiming to represent the Institution. You acknowledge that no one from the Institution will ever ask you for your password, and that Institution employees do not need your password for any reason. The Institution reserves the right to terminate your registration for Online Banking Services for any reason at any time. As an additional aspect of these security procedures, you agree that the Institution is entitled to act upon instructions we receive with respect to any Online Banking Service with the use of your password (except as your liability may be limited by

law). We have no responsibility for establishing the identity of any person who uses your password. You agree that if you give your password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your password will have access to your accounts. Fraudulent transactions initiated using your password will be charged against your account(s).

You agree that the password is a commercially reasonable security procedure and that for security purposes you will keep your password in a secure location. You also agree to establish and maintain all reasonable precautions to ensure the security of your password so that no one else learns your password. You understand and agree that any person having access to your Online Banking User ID and password will be able to access your Online Banking Service and perform all transactions (including reviewing account information; making transfers to other accounts, and paying bills online), and that you will be responsible for all such activity (except as may otherwise be limited by law). Finally, as a part of our Security Procedures, you agree that you will not (i) give out your account information or password other than as provided in this Agreement; (ii) leave your computer unattended while you are using the institution's Online Banking Service; (iii) leave your account information within range of others; and (iv) send privileged account information (Account number, password, User ID, etc.) in any public or general email system. By using the Institution's Online Banking Service pursuant to this Agreement, you acknowledge that you have examined these Security Procedures and agree that these Security Procedures provide adequate protection to prevent unauthorized transactions from being made and that these Security Procedures are commercially reasonable. You agree to be bound by and settle for any and all Online Banking transactions instituted in your name in accordance and in compliance with these Security Procedures. We reserve the right to amend these Security Procedures from time to time with or without notice to you. You agree to keep these Security Procedures confidential and prevent disclosure of these Security Procedures to any third parties.

Multi-Factor Authentication

To enhance the security procedures outlined above we require that you have additional forms of authentication which consist of a series of security questions. Additionally, the first time you log on to the Online Banking Service, you will be asked to setup several security questions that only you should know the answers to. The Security System within the Online Banking Service will recognize the computer(s) you normally use to access the site. If you or someone else attempts to log in to your account from a new or unrecognized computer, you will need to answer some of your security questions before being allowed to continue. Periodically you will be required to update your security questions.

In addition to the Multi-Factor Authentication, high risk transactions will be authenticated at the time you attempt to enter them into the online bill pay service. This will be done by risk scoring with a real-time Knowledge Based Authentication (KBA) process for high risk bill payment transactions. The risk level of the transaction will be analyzed and based on the result of the risk analysis a set of KBA challenge questions may be presented to you.

V. Requirements

To access our Online Banking Service, you must have a computer with a modem and a web browser and a minimum of 128-bit data encryption. You agree that we are not responsible for any errors or failures from any malfunction of your computer or any virus or other problems related to the use of the Online Banking Service.

In addition to compatible software, you must have an Online Banking User ID, password and maintain one or more deposit or loan account at Institution.

VI. Eligible Accounts

You must provide us with the account numbers of the accounts you wish to access on our Application Form in order to access them. Due to limited number of accounts which may be included on the Application Form, you can

email any additional accounts you want added through the Message Center within the Online Banking Service. We will provide you with instructions on how to set up the Online Banking Service. These instructions are incorporated herein by reference and constitute part of this Agreement.

By signing up for Online Banking you will be given access to all accounts of which you are an owner, unless the account you wish to access requires two or more signatures. Accounts requiring more than one signature are not eligible for transfers via the Online Banking Service.

In order to activate your Online Banking Service, you must have at least one eligible account with us. "Eligible Accounts" are:

- Free Checking Account
- Interest Checking Account
- Statement Savings Account
- Money Market Account

- Consumer Loan or Mortgage Account
- Commercial Loan

VII. Accessibility

You can generally access Online Banking Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all our Online Banking Services may not be available due to system maintenance or for reasons beyond Institution's control. Institution does not warrant that Online Banking Services will always be available. We reserve the right to suspend or terminate access to the Online Banking Service for any reason at any time without notice. When unavailable, you may use our telephone banking system (Dial-A-Bank), an automated teller machine (ATM) or an Institution branch office to conduct your transactions.

You may transfer funds through the Online Banking Service in any amount of available collected funds in your accounts. Generally, we deduct the amount of your funds transfer from your accounts on the date you instruct us to process it. We may refuse to act on your funds transfer instruction if sufficient collected funds are not available in your account on the date you want us to transfer funds or if you request a funds transfer on a date which does not provide us with sufficient time to act upon your request.

Your access to Online Banking Services shall be determined by the sole discretion of the Institution. Subject to applicable law, the Institution reserves the right to modify, suspend, or terminate access to the Online Banking Services at any time and for any reason without notice or refund of previously incurred fees.

"Banking days" means Monday through Friday, except federal banking holidays set forth under the laws of the United States.

VIII. Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking Services. You may not gain, or attempt to gain, access to any Online Banking Service server, network or data not specifically permitted to you by Institution or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

IX. Responsibilities and Warranties of the Consumer

1. Consumer's Rights and Responsibilities under Regulation E

a. Authorized Use of Online Banking Services by Other Persons

You are responsible for keeping your User ID, password, and account data confidential. The Institution is

entitled to act on transaction instructions received using your User ID and password, and you agree the use of your User ID and password will have the same effect as your signature in authorizing transactions. The Online Banking Customer Service Department is entitled to act on instructions after they have properly authenticated the caller according to internal procedures. If you authorize other persons to use your User ID and password in any manner, your authorization shall be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization (and changed your password), and you are responsible for any transactions made by such persons until you notify us that transactions by that person are no longer authorized (and we have a reasonable opportunity to act upon the change of your password).

b. Reporting Unauthorized Transactions

Notify us AT ONCE if you believe your password has been lost or stolen, or if you believe someone has scheduled payments or may schedule payments or otherwise use your account without your permission. If you do not notify us promptly, it is possible that you could lose all the money in your account (plus funds available under any overdraft protection (transfer) plan or overdraft privilege service (ODP) or line of credit). To notify us, call the Online Banking Customer Service Department toll-free at 1-866-305-3615 (available 24 hours a day, 7 days a week), or call us at 610-395-8834 or toll-free at 1-888-298-8821 during normal banking hours.

c. Consumer's Liability for Unauthorized Transactions

Federal law requires that if you believe your password has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the FIRST statement showing such a transaction was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your account statement upon receipt. If you find that your records and ours disagree, you must immediately contact the Online Banking Customer Service Department toll-free at 1-866-305-3615 (available 24 hours a day, 7 days a week), or contact us at 610-395-8834 or toll-free at 1-888-298-8821 (during normal business hours).

Business Days: Monday through Friday

Business Hours: Monday - Thursday 8:00am to 5:00pm, Friday 8:00am to 6:00pm, and Saturdays 8:30am to 12:00pm

Excluding Federal & State Holidays

d. Resolving Errors or Problems

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact the Online Banking Customer Service Department toll-free at 1-866-305-3615 (available 24 hours a day, 7 days a week), or contact us at 610-395-8834 or toll-free at

1-888-298-8821 (during normal business hours), or write us at:

New Tripoli Bank
7747 Claussville Road
Orefield, PA 18069

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you contact us, our representative will need to know the following information:

1. Your name and account number;
2. A description of the error or the transaction you are unsure about, and the explanation of why you believe it is an error or why you need more information; and
3. The dollar amount of the suspected error.

If you tell us orally (or by electronic communication), we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether we committed an error within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we take the additional 45 days, we will adjust the applicable accounts within ten (10) business days for the amount you think is in error, so that you or your intended recipient will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not adjust the applicable accounts. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

2. Other Consumer Rights and Obligations

a. *Maintaining Accounts*

You agree to properly maintain any accounts you have with the Institution and to comply with the Terms and Conditions governing these accounts.

b. *General Warranties*

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your records if your email address or other information changes. You warrant that you will not use the Online Banking Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Online Banking Service in any manner that could damage, disable, overburden, or impair the Online Banking Service or interfere with any other party's use and enjoyment of the Online Banking Service.

c. *Preauthorized Payments through the Bill Pay Service*

You may use the Bill Pay Service to schedule bill payments to named payees/merchants from your designated checking account. The Institution reserves the right to refuse to make payments to certain merchants. You must designate named payees/merchants to which you want bill payments to be made and provide the Institution with account numbers and other information requested by the Institution to make sure your payments can be properly credited.

By designating named payees/merchants and transmitting a payment instruction, you authorize the

Institution to follow the payment instruction and transfer funds from your designated checking account to these merchants according to those instructions. If there are insufficient funds in your checking account (including funds available under any overdraft protection (transfer) plan or overdraft privilege service (ODP) or line of credit) to make the payments you have authorized, the Institution may refuse to make the payment or make the payment and thereby overdraw your account. In either event, you agree to be responsible for any non-sufficient funds ("NSF") items, including any overdraft/NSF charges that may apply in accordance with your Account Agreement(s).

X. Responsibilities and Warranties of the Institution

1. Institution's Rights and Responsibilities under Regulation E

a. Institution's Responsibility for Processing Transactions

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the applicable bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

We are liable for any losses and damages arising from our gross negligence or willful misconduct or if we breach a representation or warranty to you.

b. Limitations of Institution's Responsibility for Processing Transactions

EXCEPT AS EXPRESSLY SET FORTH ON OUR WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE ONLINE BANKING SERVICE, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

There are some exceptions to the Institution's liability for processing transactions on the consumer's accounts. We will not be liable, for instance:

- i. If, through no fault of ours, you do not have enough money in your account to make the transfer;
- ii. If the transfer would exceed the funds available under any overdraft protection (transfer) plan or overdraft privilege service (ODP) or line of credit;
- iii. If the funds in your account were attached or the transfer cannot be made because of legal restrictions affecting your account;
- iv. If the systems were not working properly and you knew about the breakdown when performing the transaction;
- v. If circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- vi. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment;
- vii. If you have not properly followed the instructions for using the Institution's Online Banking Service;
- viii. If your operating system or software was not properly installed or functioning properly; or

- ix. There may be other exceptions stated in our agreement with you.

Finally, the Online Banking and Bill Pay Services are provided to you by Fiserv. Our service provider is an independent contractor and is not our agent. To the extent permitted by applicable law, we will not be responsible for any error, damage or other loss caused by our service provider.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to our Online Banking Service, whether caused by the equipment, software, the Institution, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of the Online Banking Service, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing. Our sole responsibility for an error in an Online Banking transaction will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages, 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, even if we were aware of the possibility that such damages might arise.

2. Other Institution Rights and Obligations; Limitation of Institution's and Other Provider's; Responsibilities.

a. *Warranties of Fitness and Merchantability*

NEITHER THE INSTITUTION, ANY SOFTWARE SUPPLIER OR ANY INFORMATION PROVIDER MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE (OR NO INFRINGEMENT OF THIRD-PARTY RIGHTS), UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

b. *Computer-Related Warranties*

Neither the Institution, any software supplier or information provider are liable for any computer virus or software-related problems which may be attributable to software or the services provided in connection with the Online Banking Services.

XI. Fees and Charges

There are currently no monthly service charges or transaction fees for the Online Banking or Bill Pay Services. However, you are responsible for all telephone charges you incur in connecting to the Online Banking or Bill Pay Services. You are also responsible for charges by any Internet Service Provider you use.

XII. Electronic Mail (Email).

Sending electronic mail (email) through the Message Center within the Online Banking Service is a very good way to communicate with Institution regarding your accounts or the Online Banking Services. Email is provided for you to ask questions about your account(s), add new accounts to your Online Banking Service, and provide general feedback. Email is accessible after you sign-on with your User ID and password to the Online Banking Service. To ensure the security of your account information, we recommend that you send a secure email through the Message Center within the Online Banking Service when asking specific questions about your account(s).

You cannot use email to initiate Online Banking Service transactions. All such transactions must be initiated using the appropriate functions within the Institution's Online Banking site.

Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your email. If you

email us or ask us to reply to you via email you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from email. We are not required to act on any email received and are not responsible for misdirected, lost, or untimely emails. We may not immediately receive email communications that you send, and we will not act based on email requests until we receive your message and have a reasonable opportunity to act. You should not rely on email if you need to communicate with us immediately; i.e., if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

XIII. Privacy and Security

We recognize the importance of protecting the confidentiality of all personal information about you. Personal information includes all the personally identifying information that you provide us in connection with your account and your use of Online Banking Services. You can see a full description of our privacy and security policies by clicking on the [Privacy Policy](#) and [Internet Security Policy](#) links on the account services page for the Online Banking Service. As more fully described in the [Internet Security Policy](#) link, we have multiple levels of security that have been designed especially for us, all your personal and financial information will be placed on a secure portion of our website. We do not use any persistent [cookies](#) on the browser to store any personal information.

As discussed in more detail in the [Privacy Policy](#) link, we will only disclose information to third parties about your account or the bill payments you make:

- Where it is necessary for completing bill payments, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

XIV. Links to other Sites

Information that Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations about any other website that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

XV. Virus Protection

Institution is not responsible for any electronic virus that you may encounter using the Online Banking Services. We encourage you to routinely scan your computer and diskettes using a reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

XVI. Damages and Warranties

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, [Losses](#)) caused by the use of the Online Banking Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus/viruses a customer may encounter after installation of such software or use of the Online Banking Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to

communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide the Online Banking Service from their own sites and they make no representation or warranty that any information, material or functions included in the Online Banking Service are appropriate for use by you in your jurisdiction. If you choose to use the Online Banking Service, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of the Online Banking Service or contained in any third-party sites linked to or from Institution's website. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF THE ONLINE BANKING SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

XVII. Indemnification

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

XVIII. Additional Remedies

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

XIX. Termination and Changes in Terms

Your Online Banking Services or Bill Pay Services remain in effect until terminated by you or us. You may cancel your Online Banking Services or Bill Pay Services at any time by notifying us of your intent to cancel. You may not terminate your participation in the Online Banking Service if you have outstanding bill payments scheduled. If you have no outstanding bill payments you can terminate service participation by sending an email, or calling the Online Banking Customer Service Department toll-free at 1-866-305-3615 (available 7 days a week, 24 hours a day), or calling us at 610-395-8834 or toll-free at 1-888-298-8821 during normal business hours, or writing to us at:

New Tripoli Bank
7747 Claussville Road
Orefield, PA 18069

This cancellation applies only to your Online Banking or Bill Pay Services and does not terminate your other relationships with us. Termination shall not affect the rights and obligations of the parties for transactions made with Online Banking or Bill Pay Services before we have had a reasonable time to respond to your termination request. We may terminate your participation in Online Banking Services or Bill Pay Services for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so. If you are enrolled in Online Banking or Bill Pay Services and do not use the services for ninety (90) days, we will terminate your Online Banking and Bill Pay Services. We will try to notify you in advance, but we are not obligated to do so.

We may amend this Agreement (including changes in fees and charges) at any time. We agree to give you notice of the change (as applicable law requires), if the change would result in: (i) the imposition of, or any increase to, any fees for any Online Banking Service; (ii) increased liability for you; (iii) fewer types of available electronic funds transfers; and/or (iv) stricter limitations on the frequency or dollar amount of transfers. If advance notice of the change is not required, and disclosure does not jeopardize the security for your Eligible Account or our Online

Banking Service, we may notify you of the change in terms by mail or by posting a notice on our Institution website. If you wish to decline to be bounded by the changes, you should terminate the Online Banking Service to which the change relates; otherwise you will be deemed to have accepted and agreed to the change. Your continued use of the Online Banking Service after our change of terms constitutes your agreement to the amendment(s). The terms of your other account agreements shall continue to apply.

XX. Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the Commonwealth of Pennsylvania, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering New Tripoli, Pennsylvania, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

XXI. Assignment

This Agreement may not be assigned by you. This Agreement is binding upon your heirs and the Institution's successors and assigns. Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

XXII. Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

XXIII. Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

XXIV. Waiver

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

XXV. Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Except as otherwise provided in this Agreement, either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

XXVI. Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law. The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

XXVII. Ownership of Website

The content, information and offers on our website are copyrighted by New Tripoli Bank and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

XXVIII. Geographic Restrictions

The Online Banking Service described in this Agreement and any application for such services available at our website are solely offered to citizens and residents of the United States of America residing in the United States of America. Citizens and residents may not be able to access the Online Banking Service outside the United States of America.

XXIX. Bill Pay Service

The Bill Pay Service allows you to pay bills out of a designated checking account on a one-time or periodic basis to payees that you designate subject to the limitations described below. Institution does not provide the service directly. Instead, Institution entered into an agreement with a bill payment provider, Fiserv, to provide the bill pay services directly to you. Through the Bill Pay Service, you can pay bills from your designated checking account to businesses or individuals. You can pay designated bills through the Bill Pay Service on the date and in the amount you request. You can arrange to pay one time or make recurring bill payments. To be recurring, payments must be for the same amount, payable to the same payee and payable at regular intervals (weekly, bi-weekly, monthly, semi-monthly, quarterly, semi-annually or annually). You may make bill payments in any amount up to the available collected funds in your Account, but not to exceed \$25,000 for any one bill payment. There is no limit to the number of payments that may be authorized. You may only designate your regular checking or interest checking account for Bill Pay Services. Federal regulations require us to limit either by contract or in practice the number of certain types of transfers from savings and money market accounts. You are limited to six (6) preauthorized electronic funds transfers which include ACH transactions per month. Each fund transfer or payment through the Online Banking Service from your savings or money market account is counted as one (1) of the limited transactions you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit for savings accounts and money market accounts. While payments are initiated by you electronically, they are ultimately paid via an automated clearinghouse (ACH) network or by a paper check. Payments delivered over an ACH network are governed by the rules and performance standards of that network.

By furnishing the names of your payees/merchants and their addresses, you authorize Institution and its bill payment provider to follow the payment instructions you provide for those payees/merchants. When payment instructions are received, funds will be remitted from the designated checking account, to the appropriate payee on your behalf on the day that you request ("Send Onö Date). However, there is no obligation to make requested payments unless your account and/or overdraft protection (transfer) plan and/or overdraft privilege service (ODP) and/or line of credit has enough funds or credit availability to pay the bill as of the öSend Onö Date.

A. BILL PAYMENT LIMITS

You may not schedule a single bill payment for greater than \$25,000.

B. "SEND ON" DATE vs. "DELIVER BY" DATE

When scheduling a bill payment, note the difference between the öSEND ONö date and the öDELIVER BYö date. The öSEND ONö date is the date we will attempt to deduct the payment amount from your designated checking account. The öSEND ONö date can be one to five business days before the öDELIVER BYö date. If the attempted deduction fails because you did not have enough funds in your designated checking account (or overdraft protection (transfer) plan or overdraft privilege service (ODP) or line of credit), we will send you an email indicating this situation. If the second attempted deduction is not successful, the transaction will be cancelled, and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the öDELIVER BYö date will be one business day later. If you receive an email because the first attempted deduction was not successful, you should access the Online Banking Service to determine the date of the second deduction attempt

If you schedule a payment with the öSEND ONö date as the current date, you must have adequate funds in your account at the time the payment is scheduled. The funds will be deducted shortly after you log out of

the session. If you schedule a payment with the "SEND ON" date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST.

The "DELIVER BY" date is the date that you can expect the payee to receive your payment. The "DELIVER BY" date for your payment should be no later than the due date the payee has indicated for the payment.

C. HOLIDAY/WEEKEND PAYMENTS

If the "DELIVER BY" dates fall on a weekend or a holiday, the funds cannot be delivered on that day. To avoid late fees or finance charges and to ensure timely delivery, the payment will be deducted from your account one to two business days earlier than originally scheduled. Because your account will be debited earlier than expected, you may not have available funds and your payment could overdraw your account. Therefore, you may want to change the date of your scheduled payment to avoid having the payment withdrawn and the possibility of overdraft fees. If you decide to change your payment, it must be changed at least one day before it is scheduled to be processed. Any changes you make may affect the date by which the payment is received. All payment delivery rules governing on-time delivery and the Payment Guarantee remain in full force.

An Internet email and In-Session message will be communicated to end-users if a payment is scheduled to be paid on a holiday or weekend.

D. PAYMENT GUARANTEE

If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating.

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods.
2. The payment was not made to a prohibited payee (see below) or the following type of payee:
 - Payments to payees located in the Armed Forces Postal Codes, such as AE & AP
 - Payments to settle securities transactions
 - Payments to payoff special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
3. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).
4. You had enough funds in your account during our first deduction attempt on the "SEND ON" date.

We will only be responsible for the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

E. EXPEDITED PAYMENTS

You may submit payments to participating merchants that will be posted to your account with that merchant on the same day. Each participating payee has a cutoff time for which all payments must be remitted for the payment to be posted to your account on the same day. You will be charged a fee for each Expedited Payment you submit, regardless of whether the payment was submitted prior to the cutoff time.

The cutoff time, as well as the "Deliver By" date, will be displayed to you before the payment is finalized. You must agree to the Terms and Conditions governing the Expedited Payment Service prior to submitting the expedited payment.

F. eBILLS

eBills is a free service through which you can receive an electronic version of your bill from a participating payee. Once you sign up for eBills, the payee may stop sending your paper bills. Participating payees have an eBills link below their name on the "Payment Center" screen of our Bill Payments service. To sign up for the eBills service, click on the link below, enter required fields. An email will be sent to the email address you specify to notify you when an eBills is available. eBills can be viewed in the Bill Payment Service area of Online Banking. They will look exactly like your paper bill and will contain the same information.

G. PROHIBITED PAYEES

We will not process payments on your behalf to payees meeting any of the following criteria:

- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.

H. CANCELLING BILL PAYMENTS

We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

You may cancel an outstanding bill payment at any time through the Online Banking Service. Bill payments are considered outstanding until the "SEND ON" date.

You can cancel a "Recurring" transaction by verbal or written no later than 3 business days before the "SEND ON" date of the transaction by contacting Customer Service at the address or phone number listed in this agreement. If you call, we may also require you to put your request in writing and provide it to us within fourteen days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream.

I. RETURNED PAYMENTS

In using the Service, you understand that the Service may return payments for various reasons, such as, but not limited to, the Service account number is not valid; the Service is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment or void the payment and credit your designated checking account. You will receive notification from the Service.

J. STOP PAYMENTS

If you wish to change or cancel a pending payment, you must do so using the Service. If you ask us to cancel a payment, after we have issued a check and we agree to do so, we may charge you a stop payment fee. However, you should be aware that your initiation of certain electronic transfers will effectively eliminate your ability to stop payment of the transfer. Unless otherwise provided in this agreement, you may not stop payment of electronic fund transfers. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to stop a Bill Payment paid by paper draft by contacting the Online Banking Customer Service Department toll-free at 1-866-305-3615 before the paper draft has cleared. We are entitled to a reasonable time period after we receive your stop payment request to notify our employees and take other action needed to stop payment. If the paper draft has not cleared, we will immediately process your stop payment request. We will notify you immediately if the paper draft already cleared. To be effective, this type of stop payment request must precisely identify the name of the payee, the payee-assigned account number and the amount and scheduled dated of the payment. You will incur stop payment charges as disclosed on the Bank's current Fee Schedule.

K. ELECTRONIC STATEMENTS

i) eStatements: You may request to receive your checking, savings, or money market statement electronically. If you choose the e-Document delivery Service, a paper copy of the statement will no longer be provided. To request an electronic statement/bill, you must a) enroll your account by clicking on the Statement link in Online Banking; b) select "Online Only" Statement Delivery Option; and c) read and agree to the eDocument User Agreement. Upon enrollment, you will be able to view your enrolled account statement(s) online. For new deposit accounts, you will be able to view a statement online after the first account statement is produced.

(ii) Combined Statements. If you have a combined account statement enrolled for electronic statements and the primary account closes any time after enrollment, you will need to a) establish a new combined statement for the remaining accounts and request Online Only Statement Delivery Option for the new primary account; or b) request Online Only Statement Delivery Option for the remaining individual accounts.

(iii) Closed Accounts. If you close an account receiving electronic statements, you will need to print or save copies of your electronic statements prior to closing the account.

(iv) Joint Accounts. If one of the account owners requests an electronic statement for a joint account(s), the other account owner must also enroll for electronic statements to be able to view the account statement online.

(v) Canceling e-delivery. To cancel the electronic statements, you must contact Customer service at 610 395-8834 and request to be removed from e-Document Delivery Service. This will then generate a paper statement going forward.

L. INTERNET EMAIL NOTIFICATIONS

It is important to keep a current Internet email address on file with us, as we use this to communicate important security events about your account to you such as:

- Password changes
- User ID changes
- Internet email address changes (sent to old and new addresses)
- Adding New Payees

XXX. Mobile Banking

You have the option of accessing New Tripoli Bank Online Banking through a web browser on your mobile device. When using a mobile device, you may:

- Review account balances, account details and transaction history
- Schedule one-time bill payments
- Make one-time funds transfers between New Tripoli Bank Accounts
- Receive, compose and send secure messages to/from the Bank

You will not be able to access all the functions/services that are accessible with a personal computer. Examples include, but are not limited:

- Edit Payees
- Check ordering

Receipt of account information through Mobile Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties outside of our control.

You are also responsible for any telephone or internet service fees incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet.

We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about Mobile Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

XXXI. Mobile Deposit

As a subscriber to the New Tripoli Bank mobile deposit service (the "Service") this addendum ("addendum") amends and becomes part of the New Tripoli Bank Online and Mobile Agreement and EFT Disclosure between New Tripoli Bank and you. The terms of those agreements are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby. By accepting this addendum, you agree. In the event of a conflict between this addendum and account documentation, this addendum will govern.

1. **General**-This addendum sets forth the terms and conditions of the service, which allows you to make single item deposits to an eligible account electronically by using a supported mobile device with a camera to create an image of a paper check and transmitting it and the related deposit data to us using the New Tripoli Bank mobile app ("NTB Mobile"). Except as expressly provided in this addendum, deposits made through the service are subject to all limitations and terms set forth in the relevant account documentation governing your deposit account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.
2. **Service Requirements**-Use of our service requires that you have an internet enabled iPhone or Android phone with a camera, be enrolled in our online/mobile banking service and have downloaded the latest version of the New Tripoli Bank Mobile app. In order to enroll in the service, you must meet eligibility criteria for the service as determined by New Tripoli Bank and have at least one deposit account.
3. **Limitations of Service**-When using the service, you may experience technical or other difficulties. New Tripoli Bank cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. New Tripoli Bank reserves the right to change the qualifications of the

service at any time without prior notice. New Tripoli Bank reserves the right to reject any check or item transmitted. New Tripoli Bank is not liable for any checks or items it does not receive or for any images that are not readable. New Tripoli Bank shall have no liability for any alterations to the check or item after they have been transmitted by you. New Tripoli Bank reserves the right to change, suspend or discontinue the service, in whole or in part, or your use of the service, in whole or in part, immediately and at any time without prior notice to you.

4. **Eligible Checks**-You agree to scan and transmit only checks as defined in Federal Reserve Regulation CC and only those checks that are permissible under this addendum or such other items as we, in our sole discretion, elect to include under the service (eligible checks). You agree that the image of the check transmitted to us shall be deemed an item within the meaning of Article 4 of the applicable Uniform Commercial Code. If a check or item is dishonored, you will receive an image of the original check or substitute check as the charged back item.
5. **Image Quality**-The image of a check or item transmitted to New Tripoli Bank using the service must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by the Federal Reserve Board, any regulatory agency with jurisdiction over us or any clearing house New Tripoli Bank uses or agreement New Tripoli Bank has with respect to processing checks. You agree that New Tripoli Bank shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.
6. **Deposit Cutoff Times**-You may access the service anytime, 7 days a week. If New Tripoli Bank receives a mobile deposit on or before 4:00 pm Eastern Time on a Business Day (i.e., every day except Saturdays, Sundays and federal holidays), New Tripoli Bank will consider that the day of deposit. If New Tripoli Bank receives a scanned item after 4:00 pm Eastern Time or on a weekend or state or federal holiday, the next Business Day will be the date of deposit.
7. **Deposit Limits**-New Tripoli Bank reserves the right to impose limits on the amount(s) and/or number of mobile deposits that you transmit using the service and to modify such limits from time to time.
 - Aggregate daily deposit limit: \$2,500 in a 24-hour period.

Nothing in this addendum should be construed as requiring New Tripoli Bank to accept any check or item for deposit, even if New Tripoli Bank has accepted that type of check or item previously. Nor shall New Tripoli Bank be required to identify or reject any checks that you may submit through the service that fail to meet the requirements of this addendum.

8. **Funds Availability**: In accordance with New Tripoli Bank's Funds Availability Policy, mobile deposit funds will generally be available on the first business day after the deposit date. Longer delays may apply, as specified in the applicable New Tripoli Bank's Funds Availability Policy. Mobile deposit funds may be subject to an uncollected funds hold. If a hold is placed on a mobile deposit, you will be notified in accordance with the applicable account agreement.
9. **Your Responsibilities, Promises and Warranties to us:**
 - a. You will only deposit eligible checks through the service
 - b. You will submit check images that meet New Tripoli Bank's image quality standards
 - c. You will not transmit an image or images of the same check to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with us or any other party
 - d. You agree that you **will not** use the service to deposit any checks as set forth below:

- Checks payable to any person or entity other than you, or to you and another party
 - Checks containing an alteration to any of the fields on the front of the check or item (including the MICR line) or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - Checks previously converted to a substitute check, as defined in Regulation CC
 - Checks requiring multiple signatures, unless deposited into an account in the name of all payees
 - Checks drawn on a financial institution located outside the United States
 - Checks not payable in US currency
 - Checks made payable to cash
 - Checks that are remotely created checks, as defined in Reg CC as a check that is not created by the paying bank and that does not bear a signature by the person on whose account the check is drawn
 - Checks with any endorsement on the back other than that specified in this Addendum
 - Checks dated more than 6 months prior to the date of deposit
 - Checks on which a stop payment order has been issued or for which there are insufficient funds
 - U. S. Savings Bonds
 - Any item drawn on my account or my affiliate's account
- e. All information you provide to New Tripoli Bank is accurate and true, including that all images transmitted to New Tripoli Bank accurately reflects the front and back of the check or item at the time it was photographed.
- f. You will comply with this addendum and all applicable rules, laws and regulations.
- g. You agree to indemnify and hold harmless New Tripoli Bank from any loss for breach of the provisions set forth in this section 7 or the terms of this addendum or the account documentation.

10. **Check Handling Procedure:** You agree to follow any and all other procedures and instructions for use of the service as New Tripoli Bank may establish from time to time:

- a. Before imaging and transmitting to us any check or other item, you must endorse all items: ***For Mobile Deposit and your signature.*** After the item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original item, substitute check or any other image thereof.
- b. New Tripoli Bank will acknowledge that it has received an item or check but such acknowledgment does not mean that the check or item contains no errors or has been accepted and that any such check or item will only receive provisional credit.
- c. After a check or item has posted to your account, you agree to prominently mark the original item as "deposited and the date".
- d. You agree to destroy or otherwise properly dispose of checks or items that have been accepted for deposit through the service after 30 days to ensure that such checks and items are not represented for payment and, prior to disposal or destruction, to safeguard such checks and items.
- e. You agree to promptly supply any information in your possession that New Tripoli Bank requests regarding a check or item deposited or attempted to be deposited through the service including the original check or item.

11. **Fees-** The service is provided to you at no charge. New Tripoli Bank may, upon at least 30 days prior notice to you, to the extent permitted by applicable law, charge a fee for use of the service. If you continue to use the service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time.

12. **Changes to the Service-** New Tripoli Bank reserves the right to terminate, modify, add and remove features from the service at any time in our sole discretion. You may reject changes by discontinuing

use of the service. Your continued use of the service will constitute your acceptance of and agreement to such changes. Maintenance to the service may be performed from time to time resulting in interrupted service, delays or errors in the service and New Tripoli Bank will have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but New Tripoli Bank cannot guarantee such notice will be provided.

Amendments. Bank may amend the terms of this Addendum at any time, in its sole discretion, by giving notice to you or as provided in the Agreement or the Account Agreement. If required by this Addendum or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing, by New Tripoli Bank.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.