

Online Banking Service Agreement And Disclosure Statement

By completing the four (4) step enrollment process (the "Enrollment") to subscribe to certain personal computer banking and related services offered by The Muncy Bank & Trust Company ("Muncy Bank"), as described in this Service Agreement and Disclosure Statement (this "Agreement") and as otherwise made available by the bank from time to time (collectively, "Muncy Bank Online Banking" or "Muncy Bank Online Banking Service"), or by your initial access to Muncy Bank Online Banking, and in consideration of our allowing you access to The Muncy Bank Online Banking Service, you agree to the terms and conditions of this Agreement.

I. GENERAL PROVISIONS

A. Definitions. Each reference in the Agreement to the "Bank", "The Muncy Bank & Trust Company (Muncy Bank)", "we", "us", or "our" refers to The Muncy Bank & Trust Company, and each reference to "you", and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account (defined as below) who is now or hereafter enrolled in any one or more of The Muncy Bank Online Banking Services with respect to the account. The "Service Provider" is an independent contractor who assists Muncy Bank in providing Muncy Bank Online Banking, to you.

B. Accepting this Agreement. Each time you use Muncy Bank Online Banking Service constitutes confirmation by you of your agreement to and understanding of the terms of this Agreement and any screens that appear on your computer when you sign on to Muncy Bank Online Banking. This agreement will be effective as of the date of our acceptance of this Agreement as evidenced by our issuance of an e-mail to you at the primary e-mail address you provided and confirmed during your enrollment. **Please read this Agreement carefully and keep it for future reference.**

C. Browser Security. The Muncy Bank Online Banking transmits data using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. It is important to verify that a secure connection between your browser and the Internet Banking server has been established before transmitting any confidential account information over the Internet. An indicator in the lower left corner of the screen can verify this. When the symbol appears "solid" transmitted data is being encrypted. When this symbol appears "broken", a secure session has not been established. Similarly, Microsoft Internet Explorer has a lock symbol that appears when data is being encrypted. When this symbol does not appear, a session is not secure.

D. Host Security. The Muncy Bank web server does not connect directly to the Internet. It is buffered from the Internet through the use of a firewall. All access from outside the bank must go through this firewall, which screens the requests and allows only valid http traffic to reach the server. Muncy Bank Online Banking makes use of an ICSA certified firewall.

E. Your Access; Password confidentiality. All Muncy Bank Online Banking transactions or inquiries must be initiated by use of your Muncy Bank Online Banking "user name" and "Password") and other authentication factors that we may require from time to time (collectively identified as "Access Codes"). To enroll online, you will also need to supply at least one of your Muncy Bank account numbers, date of birth, and other identity authentication information. If your identity cannot be confirmed you will not be able to enroll through the Muncy Bank website, but will be provided instructions on whom to contact for help with the enrollment process. The Password will either be selected by you upon enrollment (if you enroll through the Muncy Bank web page) or will be supplied to you by us. You can change your User ID and/or Password on-line at any time by going to the "Administration" menu, clicking "Change Username" or "Change Password", then making your update. We recommend that you change any Username and Password we provide to you. **You agree to keep all Passwords confidential to prevent unauthorized access to your accounts and use of the Muncy Bank Online Banking Services.** For reasons of security, we may cancel your Password or Username at any time without notice. All electronic communications and instructions using these Access Codes will be deemed to be valid and authentic and we may act on such communications and instructions. You will be required to reset your password at least every ninety (90) days.

It is recommended that you do not use your social security number, birthdays, names, or other codes that may be easy for others to determine as your Password. No Bank employee will ever ask you for your Password, nor should you provide it to anyone unless you intend to allow that person to access your accounts. **YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH MUNCY BANK ONLINE BANKING.** You agree that any Muncy Bank online request initiated by use of the Password will be subject to and governed by this Agreement.

If you authorize another person to use your Password, that person can use Muncy Bank Online Banking to view any information or initiate any transaction on any of the accounts to which that person does not otherwise have access. As such, your sharing of your Password is strongly discouraged by the Bank, and done at your sole risk and peril.

If a third party should gain access to your Password, you alone are responsible for changing the Password so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your Password through no fault of the Bank.

You should always log off and exit Muncy Bank Online Banking after you finish viewing your accounts. Never leave your computer unattended while accessing The Muncy Bank Online Banking. If you should, a third party may be able to access your accounts from your terminal, without ever needing to use your Password.

In general, your Access Codes permit you to access all Eligible Accounts associated with your Social Security Number that are compatible with the Muncy Bank Online Banking Services (including accounts you own individually and with others). If you co-own any account(s) with others, we strongly recommend that you NOT share your Access Codes with your co-owner(s), as such sharing will enable the co-owner(s) to gain access to information on any account(s) you own individually. Every owner of an account should obtain his or her own Access Codes.

F. The Accounts.

Generally. You agree to use Muncy Bank Online Banking solely for the services described in this Agreement or subsequently designed by you and solely in connection with each deposit account (collectively, the "Deposit Accounts") and each loan account (collectively, "Credit Account") held by Muncy Bank and designated by you as described below (collectively, the "Accounts"), except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this agreement, there may be multiple accounts, and at least one (1) of the Accounts must be a deposit or loan account. You may add any account for which you, or all of you if more than one, are depositor, borrower, authorized signer, or authorized user by notifying the Bank or by visiting any Bank branch office. If you close or delete the only account designated for Muncy Bank Online Banking, you will no longer be able to use Muncy Bank Online Banking Service.

Eligible Accounts. Access to Muncy Bank Online Banking Services requires that you have at least one eligible account with us that, according to our records, is identified with your Social Security Number and is the type of account that qualifies for Muncy Bank Online Banking Services ("Eligible Accounts"). That account and all other existing and future Eligible Accounts identified with your Social Security Number will be automatically linked together to form your Muncy Bank Online Banking Services relationship with us. Eligible Accounts that, in addition to your Social Security Number, have other Social Security Numbers identified with them (for example, joint checking accounts) will still qualify to be linked if you, acting alone, are authorized to access those accounts.

Eligible Accounts include: checking, savings, loan accounts, IRAs, time deposits and any other product or service you may maintain with us that we identify as an Eligible Account, from time to time.

Accessibility of Eligible Accounts may vary based on Muncy Bank Online Banking Service(s) you use. No account owned in a fiduciary capacity or which requires two or more persons acting jointly through signature or otherwise to initiate a transaction or transfer is eligible for Muncy Bank Online Banking Services without our consent and you should notify us immediately if such an account appears as an Eligible Account. You understand, however, that if we receive an instruction for such an account, we are authorized to honor the instruction and you hereby release us from any liability from honoring such an instruction. Each person on a joint Eligible Account will be liable for all transactions that are made on that account. Each person on a joint Eligible Account authorizes all transactions made by any other person on such account.

G. Account Statements. In addition to making information about your Eligible Accounts available through Muncy Bank Online Banking Services, we will continue to mail or, if you elect, electronically deliver periodic statements for your Eligible Account(s) with the regularity provided for in the relevant account agreements. In addition to reflecting your other account activity, your statements will include any Muncy Bank Bill Pay payments and funds transfers done through the Online Banking Services (e.g., using the Muncy Bank Online Banking Service's internal transfer function).

H. Other Agreements. Eligible Accounts linked to Muncy Bank Online Banking Services will continue to be subject to the agreements you have for such account. You should refer to those agreements and any applicable disclosures for any restrictions, fees or other terms and conditions relating to the use of such accounts that may affect use of Muncy Bank Online Banking Services. This Agreement will control if there are any irreconcilable conflicts between the terms of those agreements and this Agreement.

I. Fees and Charges. Access to Muncy Bank Online Banking is currently furnished at no charge to the customer. There is currently no set-up fee for online banking with The Muncy Bank. The Muncy Bank has not instituted a charge for viewing your accounts, or completing transfers to and from your individual accounts.

Any and all pricing changes made in consideration of our making Muncy Bank Online Banking available to you, will be mailed to you with notification of the changes and when the new pricing will take effect. You agree to pay, and authorize us to automatically debit to the billing account designated on the Enrollment during the first week of each calendar month, all non-refundable charges for the preceding calendar month.

You will be solely responsible for all tariff, duties, or taxes imposed by government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, Internet access service charges, tools tariffs, and other costs for online sessions initiated by you. There may be other costs and charges associated with your accounts. Please refer to the respective account or service agreements for details.

J. Business Days. Business days for the Bank and for Muncy Bank Online Banking Services are Monday through Friday, excluding holidays. You may access the accounts through Muncy Bank Online Banking Services 24 hours a day, seven days a week, except that Muncy Bank or the online service provider may perform regular maintenance on our systems or equipment, which may result in interrupted service. We may also find it necessary to occasionally change the scope of our services. The Muncy Bank cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice.

II. ONLINE BANKING SERVICES

A. General. You may use Muncy Bank Online Banking to perform any of the following services designated by you in the Enrollment or subsequently added by you as provided below:

- To transfer funds between any Eligible Deposit Accounts, such as checking, savings, money market deposit accounts and make loan payments;
- To receive and download balance and transaction information on your Muncy Bank eligible accounts;
- To place reorders for Deposit Account checks and Deposit Slips;
- To place, view and cancel Stop Payment requests (stop payment fees apply);
- To change your Username and/or Password;
- To receive secured messages from and transmit to the Bank, all as described in this Agreement and within the online screens by clicking on the "How Do I" links.

You may sign up for or cancel any service by contacting Muncy Bank. As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or a loan payment (other than a loan payment made by check or other paper item), as these terms are defined below.

B. Transfer to and from Accounts.

1. **Deposit Accounts.** You may use Muncy Bank Online Banking to initiate electronic fund transfers from one eligible Deposit Account that is a checking, savings or money market deposit account to any other Deposit Account that is a checking, savings or money market deposit account, as provided in this Agreement. You may also initiate transfers from your eligible Deposit account to make a payment on your loan. These types of transactions are referred to in this Agreement as "bank transfers".
2. **Authorization.** You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through Muncy Bank Online Banking by you or by any other person who is authorized to use your Password. You agree that we may treat any such bank transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit, all in accordance with the terms of this Agreement and your deposit agreement(s) with us.
3. **Limitations.** Your ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. Each transfer or payment through Muncy Bank Online Banking from these types of accounts is counted as one of the limited transfers you are permitted for each calendar month. Payments from money market deposit accounts or savings accounts to your Muncy Bank loans are not counted toward this limit. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement with us. Any transfer of funds from a deposit account is subject to the availability of sufficient funds for withdrawal from that deposit account when the transfer is to be made.
4. **Rejection of Payment Orders; Overdrafts.** You acknowledge that the Bank may from time to time, in its sole discretion, reject any bank transfer or loan payment request (any "payment order") or return any bank transfer or loan payment (a) if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen, (b) if the payment order does not conform to the terms of this Agreement or the Application, or (c) if the payment order appears to be a duplicate, but neither Muncy Bank nor the Service Provider is under any obligation to recognize that a payment is a duplicate and you should not rely on Muncy Bank or the Service Provider to do so. If a payment order is rejected or a bank transfer or loan payment is returned, either the Bank will notify you and you will have the sole obligation to reissue a payment order in accordance with the terms of this Agreement and the Enrollment. Muncy Bank or the Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or loan payment even though an overdraft to the account results. To the extent permitted by applicable law, you agree that neither Muncy Bank nor the Service Provider will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer or loan payment. If an overdraft occurs in a Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.
5. **Time of bank transfers; posting; funds availability.** Transactions initiated through the Muncy Bank Online Banking transfer service will immediately impact your "Available Balance" account balances. For example, funds transferred successfully into a checking account from another deposit account will be immediately available for withdrawal. Changes to your "Current Balance" will NOT occur until the end of business day processing. Business days are defined above in item I.J. Business Days.

C. Account Information Access. You may use The Muncy Bank Online Banking to receive, download, and store or print information regarding an account that is routinely set forth in the statement for the Account, debits and credits made to the account, amounts and item numbers for items drawn on the account (if applicable), and the daily account balance (including interest credited to a Deposit Account and finance charges accrued on a Credit Account). All account information provided via Muncy Bank Online Banking will be current as of the end of the preceding business day, and is subject to further adjustment and correction. Because the information is

made available to you as "raw data" furnished through the Service Provider and is subject to change, we cannot assure you of the accuracy or completeness of the information and expressly disclaim the same. You will still receive your usual periodic statement of account, and adjustments may have been made to your account in connection with the preparation of your statement.

D. Online Stop Payment Service. You may use the online Stop Payment Service to search for the status of checks you have written and place stop payments on checks that have not cleared. This service excludes electronic payments not made by check via Muncy Bank Bill Pay. You will be charged a stop payment fee under the terms of the Bank's Schedule of Fees. Before placing your stop payment, verify the check(s) has (have) not cleared your account. You understand that Muncy Bank is unable to stop payment on checks and other items that have already been paid before Muncy Bank has received and had a reasonable time to act on a stop payment order. In addition to the check number, we may require you to supply the following information when you request a stop payment: the number of the account on which the check is drawn; the amount of the check; the date of the check; the payee; and the reason for stopping payment. Please see the Online Instructions for more detailed instructions and limitations. Stop Payments on checks will be in effect for 6 months. The Bank cannot guarantee the ability to cancel or stop any payment.

E. Secured Messaging Service. You may use Muncy Bank Online Banking to send a secure message to us and to receive secured messages from us, through the Message Center command under the customer service drop down menu. The secured messaging service may not be used to make bank transfers between accounts or to make loan payments from an account. Secured messages transmitted by you to us via Muncy Bank Online Banking may not be delivered to us immediately. If you need to contact us immediately to stop payment, to report an unauthorized use of your Password, to report unauthorized access to an account, or for any reason, you should call us at (570) 546-2211 during regular business hours. We will not be responsible for acting on or responding to any secured message requests made through Muncy Online Banking until we actually receive your message and have a reasonable opportunity to act. You should check your messages regularly; we will attempt to notify you by secured messaging in the event of any technical difficulties or other occurrence that may affect your use of Muncy Bank Online Banking.

F. Additional Service. We may, from time to time, make additional services available through Muncy Bank Online Banking. We will notify you of the availability and terms of these new services.

III. OTHER ITEMS

A. Your Computer and Software. To access Muncy Bank Online Banking Services you must have the following equipment and software:

- An IBM or Apple-compatible computer, printer, and Internet Access with the following minimum browsers:
 - Microsoft Internet Explorer version 8.0 or higher, or Mozilla Firefox version 8.0 or higher.
 - For Macintosh users, Apple Inc. Safari version 5.1.3 or higher or Mozilla Firefox version 8.0 or higher.
- Software that permits you to receive, access and retain Portable Document Format or PDF files, such as Adobe Acrobat Reader version 5.0 or higher.

Cookies and JavaScript must be enabled in the browser options.

B. Errors and Adjustments. We agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.

C. Account Reconciliation. The Deposit Account statements or other notices provided to you by us will notify you of (a) the execution of bank transfers or loan payments and the debits to the Deposit Account made with respect to such bank transfers and loan payments, and (b) amounts debited by the Bank from the Billing Account or any other account for payment of the services or other charges pursuant to this Agreement. You agree that we will not be required to provide any other notice to you of the execution of bank transfers, loan payments, or debits. You agree to promptly examine each statement for a Deposit Account and to promptly report any discrepancies between your records and the Deposit Account statements or any other notices mailed by the Bank to you.

D. Settlement of Obligation. To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of the accounts or (b) deducting the payment from the amount of any bank transfer or loan payment. Such obligations include, without limitation; fees owed to us and settlement for bank transfers or loan payments initiated through Muncy Bank Online Banking. At the time any account is closed (whether by you, by us, or otherwise), you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any account. Debiting an account or deducting payment from the amount of any bank transfer or loan payment is not Muncy Bank's exclusive remedy under this or any other section of this Agreement, and Muncy Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

E. Bank's Liability for Failure to Make or Stop Certain Electronic Fund Transfers. If we do not complete an electronic fund transfer to or from a Deposit Account in a reasonable amount of time or in the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages, except in the following instances:

- If, through no fault of ours, you do not have enough money in the Deposit Account (or any linked account) to make the electronic fund transfer.

- If the electronic fund transfer would go over the credit limit on any check overdraft protection line of credit account linked to the Deposit Account.
- If you have not completely and properly followed the terms of this Agreement or instructions provided by the Application regarding how to make an electronic fund transfer.
- If any data or instruction transmitted via Muncy Bank Online Banking are inaccurate or incomplete.
- If you do not initiate an electronic fund transfer according to the time limits set forth in this Agreement or if the payment amount requested is less than the full amount due.
- If the electronic fund transfer has been transferred from the Deposit Account to a third party, including, without limitation, any third party through which payment is made and any payee or its financial institution.
- If the Hardware, the Software, the Service Provider, or any part of Muncy Bank Online Banking system, including the loan payment service, was not working properly and you knew about the breakdown when you started your electronic fund transfer.
- If circumstances beyond our control, such as an act of God, failure, delay, or error on the part of any third-party service provider (including, without limitation, the Service Provider, the United States Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, difficulty with any Hardware, the Application, or the Service Provider, computer virus, or related problem, or cessation of the operation of the Service Provider or the arrangement between the Bank and the Service Provider, prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.
- If your funds are being held frozen or are subject to legal proceedings.
- If the funds in the Deposit Account are unavailable (funds are only conditionally credited until they become available for withdrawal).
- If your Password has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized.
- If you, any joint holder, or an authorized cosigner on a Deposit Account has requested that we stop payment of the electronic fund transfer.
- If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period of the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).
- If the Deposit Account has been closed.
- If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.

There may be other exceptions stated in this or any other applicable agreement that we have with you.

F. Limits on Bank's Liability. Our liability for electronic fund transfer made to or from Deposit Accounts is also governed by other Sections of this agreement. If any provision herein is inconsistent with any provision of another Section or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of delay or failure in the performance of any Muncy Bank Online Banking Service in accordance with the terms of this Agreement, including but not limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfer that cannot be varied or waived by agreement. In no event will the Muncy Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Muncy Bank has been informed of the possibility of such damages), including, without limitation, attorneys fees. The Service Provider is an independent contractor and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. **YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANT ABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY MUNCY BANK ONLINE BANKING SERVICE OR THE SOFTWARE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES.** The only warranties are those provided by the licensor of the Online Banking Application and set forth on the Application package. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, Muncy Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the Muncy Bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond Muncy Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the Service Provider or another bank or financial institution to execute any bank transfer or loan payment. In addition, Muncy Bank shall be excused from any failure or delay in executing a bank transfer or loan payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that Muncy Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service Provider, any Internet access service provider, any Federal Reserve Bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed Muncy Bank's agent.

G. Your Liability for Unauthorized or Erroneous Transfer. You have the obligation to immediately notify Muncy Bank if your Password has been lost or stolen, or if someone has transferred funds from your account through Muncy Bank Online Banking without your permission (or is contemplating doing so). The following provisions of the Section apply only to your liability for unauthorized electronic funds transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from a Deposit Account that is initiated by another person without your authority to initiate the electronic fund transfer(s). The term does not include any Muncy Bank online electronic fund transfer that is initiated by a person to whom you furnished your Password, unless you have notified us that electronic fund transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. We may require that the notice be in writing. You could lose all the money in your Deposit Account, some or all of the money in any linked account, or up to your maximum overdraft line of credit if you have a check overdraft protection line of credit, if you fail or refuse to

immediately advise the Bank of the unauthorized use of your Password. If your statement shows electronic fund transfer that you did not make, tell us at once. If you do not tell us within sixty (60) calendar days after the FIRST statement was mailed to you, you shall not be entitled to assert a claim against Muncy Bank, nor be entitled to any damages from Muncy Bank, as to said unauthorized transfers. This sixty (60) day limitation is without regard as to the standard of care exercised by the Bank. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission call: (570) 546-2211.

Or write:

The Muncy Bank & Trust Company
Internet Banking
PO Box 179
Muncy, PA 17756-0179

H. Disclosure of Deposit Account Information to Third Parties. You agree that we may from time to time disclose to third parties information about your Deposit Account or the transactions that you make through Muncy Bank Online Banking. We will disclose information to third parties about your Deposit Account or the transfers you make:

- Where it is necessary for completing bank transfers or loan payment or providing any other service in connection with Muncy Bank Online Banking; or
- In order to verify the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us your written permission.

Disclosure of information about you and your accounts and transactions are also governed by Muncy Bank's Privacy Policy, as it may be amended from time to time.

I. Other Agreements; Server Ability; Governing Law. The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your Deposit Account(s), the applicable account disclosures, the Service Schedule, the Schedule of Funds Availability, the Bank's Electronic Funds Transfer Disclosure Statement, the agreements governing the Credit Accounts, and the Enrollment, all as may be amended from time to time. In the event of any related materials regarding Muncy Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the Federal Electronic Fund Transfers Act of Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearing house association as in effect from time to time with respect to all automated clearing house transfers made hereunder. The Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the state where our offices holding the account(s) is located, without regard to such state's rules regarding conflict of laws.

J. Amendments. We may amend this Agreement from time to time. Each amendment will be effected by our mailing or otherwise delivering the amendment, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be effected by mailing or otherwise delivering it to you or posting it in our full-service branch offices at least 10 calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) If the Application or the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.

K. Termination. You agree that we may cancel or restrict your use of Muncy Bank Online Banking or any Muncy Bank Online Service at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel Muncy Bank Online Banking by written request to the Bank at any time. If you cancel the service, all pending and/or recurring services, including E-statements, will automatically be cancelled.

L. Assignment. You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and assigns or either party.

M. No Third-Party Beneficiaries. This Agreement is for the benefit of you and Muncy Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

N. Choice of Forum and Jury Trial Waiver. In the event any litigation is instituted to enforce or interpret the terms of this Agreement, you agree that the exclusive forum therefore shall be the Circuit Court of Lycoming County, Pennsylvania. In the event that Muncy Bank is the prevailing party, Muncy Bank shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred including, but not limited to, those incurred incident to any appeal. YOU AND MUNCY BANK HEREBY WAIVE THE RIGHT TO TRIAL BY JURY

OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR MUNCY BANK WHETHER THE DISPUTE, CONTROVERSY OR CLAIM SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.

PLEASE SAVE OR PRINT A COPY OF THIS ONLINE BANKING SERVICE AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR RECORDS.

Electronic Funds Transfer Disclosure

CONSUMER'S LIABILITY

You will tell us AT ONCE if you believe your card or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone used your card or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card or code and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00.

Limitation of Liability for Unauthorized VISA Point of Sale Transactions. Tell us AT ONCE if you believe your Muncy Bank Visa Debit Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized Visa Debit Card transactions that take place on the VISA system is zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized Visa Debit Card transactions. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see CONSUMER'S LIABILITY paragraph) only if we determine that you were grossly negligent or fraudulent in the handling of your account or Visa Debit Card.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, you will tell us at once. If you do not tell us within 60 days after the statement was mailed to you, or electronically made available to you (with your permission) you may not get back any money that 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.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your card, pin or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will call 570-546-2211 or write THE MUNCY BANK AND TRUST COMPANY, 2 North Main Street, Muncy, PA 17756.

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

BUSINESS DAYS

For purposes of these disclosures, our business days are Monday, Tuesday, Wednesday, Thursday, and Friday. Holidays are not included.

TYPES OF TRANSFERS

You may authorize certain direct deposits to your checking or savings account. You may authorize certain bills and other payments to be deducted from your checking or savings accounts. A merchant may convert your check in payment for merchandise or services into an electronic funds transfer from your account.

You may use your card and/or pin to:

- Make deposits to your checking and savings accounts.
- Pay for purchases at places that have agreed to accept the card or code.
- Transfer funds between your checking and savings accounts.
- Withdraw cash from your checking and savings accounts.

Some of these services may not be available at all terminals.

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to

- Pay for purchases
- Paybills

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS:

You can buy up to \$2,000.00 worth of goods or services each day by using the card and/or pin in our point-of-sale transfer service. You can withdraw up to \$500.00 from our terminals using your card and/or pin each day.

FEES:

- You will be charged \$5.00 per card for the issuance of replacement access cards.
- If you use your card in a foreign country and/or to make a purchase in a foreign currency, you will be charged a currency conversion fee of 1% of the transaction amount.
- If you conduct a transaction involving **only U.S. dollars** with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee of .8% of the transaction amount that will appear on your monthly statement.
- If you conduct a transaction involving **multiple currencies** with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee of 1% of the transaction amount that will appear on your monthly statement.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us written permission.

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company you can call us at 570-546-2211, or sign on to your Muncy Bank Online Banking Account, to find out whether the deposit has been made.

Periodic Statements. You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get the statement at least quarterly. You will not receive a periodic statement if your account is a passbook account. Present your passbook and we will record any electronic deposits to your account.

PREAUTHORIZED PAYMENTS:

Stop Payments. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: call us at 570-546-2211 or write us at THE MUNCY BANK AND TRUST COMPANY, 2 North Main Street, Muncy, PA 17756, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we can also require you to put your request in writing and get it to us within 14 days after your call. We will charge you \$30.00 for each stop payment order you give us.

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

Liability for Failure to Stop Payment or Preauthorized Transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

If we do not complete a transfer to or from your account on time, or in the correct amount according to your agreement with us, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in your agreement with us.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

You will telephone us at 570-546-2211 or write us at THE MUNCY BANK AND TRUST COMPANY, 2 North Main Street, PO Box 179, Muncy, PA 17756 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You will:

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days if VISA Check card point-of-sale transaction, and 20 business days if new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if point-of-sale transaction, or new account, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if VISA Check card point-of-sale transaction, and 20 business days if new account) 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 or question in writing and we do not receive it within 10 business days, we may not credit your account. For the purposes of this paragraph, an account is a new account for a period of 30 days from the date of the first deposit to the account.

We will tell you the results within three business days after completing your investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.