

NetTeller Service Agreement

I. General Description of Agreement

What This Agreement Covers

This Agreement between you and Affinity Bank of Pennsylvania (the “Bank”) governs the use of our NetTeller, BillPay and e-Statement services. These services permit the Bank’s customers (consumers, sole proprietors, and other business customers) to perform a number of banking functions on accounts linked to the service through the use of a personal computer.

Your rights under Regulation E and the Electronic Fund Transfer Act, if applicable, were provided to you at the time you opened the accounts that you will access via NetTeller. The features, functionality, and appropriate uses of NetTeller are described within this agreement and serve as an addendum to the Electronic Fund Transfer Rights and Responsibilities Agreement previously provided. If your deposit account is used primarily for business purposes, please refer to Section VI of this agreement.

Accepting the Agreement

When you use NetTeller, you agree to the terms and conditions of this Agreement. Your acceptance to this Agreement is accomplished via selecting “Submit” after reviewing the Agreement which is provided at the time of the first use of your User ID.

Relation to other Agreements

Your use of NetTeller may also be affected by the agreements between you and us for your deposit or other linked accounts. When you use NetTeller, you are governed by this agreement as well as the agreements that you already have with us for any account linked to NetTeller. You should review those agreements for any applicable fees, availability of deposits, for limitations on the number of transactions that you can make, and for other restrictions that may impact your use of NetTeller. This Agreement will control if there is a conflict.

Limitation of Service

We have the right to revoke or refuse access to, or terminate NetTeller at any time, without cause or notice. If we do, you understand that any scheduled transactions will not be made. You will be denied the use of NetTeller if you do not enter the correct PIN or other requested information. There is a limit of 3 failed logon attempts and you will be denied access to NetTeller if you exceed these limits. You may reset your PIN to the last 4 digits of your social security number if you established a personal question and answer under Options: Personal Options.

Definitions

“You” and “your” refer to the bank customer that has enrolled in NetTeller.

“We,” “us,” and “our” refer to the Bank.

Fees

We do not currently charge a service fee for any of our NetTeller services or options for personal accounts that receive only electronic statements. Refer to the fee schedule when you opened your deposit account with the Bank for other fees and charges that may apply to your account.

II. NetTeller Services

Getting Started

To use NetTeller you must have: (i) a computer equipped with a modem and Internet access through an Internet service provider with a browser that supports 128-bit encryption; (ii) completed and signed a NetTeller Application and received a User ID and PIN; (iii) an account with check writing capabilities for the optional BillPay service. Note that each person on a joint account must submit a separate application for a User ID and PIN to access NetTeller. You agree that accounts which are jointly owned can be accessed by any authorized owner/signer.

Using NetTeller

You may use NetTeller to: (i) transfer funds between your Affinity Bank checking, savings, and money market savings accounts; (ii) obtain a cash advance by transferring funds from your line of credit account to your checking or savings account; (iii) make a regular payment to your credit or loan account by transferring the payment amount from your checking or savings account to your loan account; (iv) make extra "principal only" payments to your credit or loan account by transferring the payment amount from your checking or savings account to your loan account; (v) obtain balance and transaction information from your checking, savings and loan accounts, including mortgage; (vi) perform self-service account maintenance such as stop payment requests; (vii) receive electronic statements through our e-Statement service; (viii) pay bills through our optional BillPay service.

NetTeller User Guide

A NetTeller User Guide is available, either in hard copy or at www.AffinityBankPA.com.

Using Your PIN

Your PIN acts as your signature as the owner and sole user of the User ID for your personal NetTeller service. Your PIN is an identification code that is personal and confidential. The use of the PIN with the Service is a security method by which we are helping you to maintain the security of your account(s). Therefore, you agree that you will not disclose your PIN to anyone (except when you log on) and that you will take all reasonable precautions to ensure that no one else learns your PIN. You agree that if you give your PIN to someone else to use or allow them to access the Service, you are authorizing them to act on your behalf and you will be responsible for any use of the Service by them. You agree to immediately notify us if you believe your User ID and PIN may have become known to or used by an unauthorized person. For your protection, sign off after every NetTeller session and close your browser to ensure confidentiality. The Bank will have no liability to you for any unauthorized payment or transfer made using your User ID or PIN that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your use of NetTeller without notice from you if we suspect your User ID or PIN is being used in an unauthorized or fraudulent manner.

Automatic Transfers Established in NetTeller

You may transfer funds between your checking, savings, and money market savings accounts. Transfers to a line of credit or an installment loan to make your regularly scheduled monthly loan payment must be in the amount of the payment due shown on your coupon or statement, and the scheduled transfer date you select must be before your due date. Transfers to a line of credit or installment loan will be posted to your loan on the scheduled transfer date as a payment. Additional principal only payments can be processed using NetTeller, however they MUST be set up as a separate transfer from the regular payment or the payment will be processed incorrectly. Transfers you execute on a business day before 7:00 p.m. EST will be posted to your account as of that business day. If you execute a transfer on a business day after 7:00 p.m. EST or on a non-business day, your transfer will be posted to your account as of the next business day. Automatic and future dated transactions will be posted to your account on the business day you selected. If you selected a day that is not a business day, the transfer will occur on the previous business day. Account statements and balances may not reflect transactions until our posting process is completed. You agree to have sufficient funds available in your account at the time you schedule a transfer to occur. The cancellation of a pending transfer may be subject to the availability of sufficient funds in both involved accounts. CAUTION: Federal regulation limits transfers to six per statement cycle when using a savings or money market savings account and initiating the transfer by telephone, electronic, or other preauthorized means. NetTeller is an electronic initiated transaction when transfers or bills are paid.

Record of Transaction

For each current and future dated transaction you request you will be provided a confirmation number. If you do not receive this confirmation number due to a loss of connection to the Internet, etc., verify that the transaction is listed under the "Transfers" option.

Stop Payment Feature

You can order us to stop payment on any check, or series of checks, which you write or determine has been lost or stolen from your Bank checking account. You cannot stop payment on a check if we have accepted, certified, made final payment on or otherwise become accountable for the check, except to the extent required by law. By entering a stop payment in NetTeller you authorize the Bank to place the stop for 6 months. Your stop payment request is subject to our regular stop payment fee. The stop payment feature may not be used with respect to any payment scheduled through the BillPay service. You cannot cancel pre-authorized electronic payments using the stop payment feature. Please see our Personal Deposit Account Agreement for other provisions governing stop payment orders.

Dormant NetTeller Account

Your NetTeller User ID will be considered dormant and be locked after 180 days of inactivity. You will need to contact the Bank at 610-898-7727 to be able to access NetTeller.

III. BillPay Services (optional)

Using BillPay

You may use BillPay to make one-time or recurring payments from your Bank checking account to companies or individuals, which we refer to as payees. Payments can only be made to payees located in the United States and Puerto Rico and will be in U.S. dollars. You agree to follow all laws and regulations regarding these payments, including those issued by the U.S. Office of Foreign Affairs Control (OFAC).

BillPay User Guide

A BillPay User Guide is available, either in hard copy or at www.AffinityBankPA.com.

Scheduling a Payment

Payments can only be scheduled from the payment accounts linked to NetTeller and to payees that you have set up in the BillPay service in NetTeller.

By using the calendar found within the BillPay service, you will be able to schedule your bill for the appropriate payment date.

If the scheduled payment date is a non-business day or a Federal holiday, the payment will be processed on the first business day prior to the scheduled payment date.

Payment Methods

We will make payments you have scheduled either electronically or by check. The BillPay service will determine if a particular payee is accepting electronic payment, which is the most efficient method of payment. However, in the event a payee does not currently provide for electronic payment, the payee will be paid by check.

If we pay by check, the check will be drawn on your account and we will prepare and mail the check on the date you have indicated in the BillPay system and the payment will be deducted when the payee cashes the check and it is presented to us for payment. Make sure you have sufficient funds in your payment account as you schedule your payments. The image of the checks drawn directly on your account will be available for viewing online, like any other check you have written. It will bear a six-digit check number that begins with number (1-9) that you establish during the BillPay setup. **In order to ensure timely payment by check, select a payment date that is up to 7 business days prior to the due date indicated on your bill from the payee.**

If a payee is paid electronically, establish a payment date up to 3 business days prior to the due date of your bill to ensure timely payment. Electronic payments are deducted from your payment account on the scheduled payment date.

Editing or Deleting Payments

You cannot edit or delete a transaction once it has been processed, although payments that are still pending may be edited or deleted. After you edit or delete a payment you will receive a system message that it was successfully modified or deleted.

Dormant BillPay Accounts

If you establish the BillPay service with the Bank and do not utilize the service for a consecutive 180 day period the BillPay account will be considered dormant and will assess a monthly fee to continue providing the service.

IV. e-Statement

If you choose to enroll for free BillPay, the Bank will make electronic bank statements (“e-Statements”) available to you through NetTeller instead of providing them to you in paper form. You agree to receive your periodic account statements electronically and to discontinue the receipt

of a monthly paper statement for all of your checking, savings or money market accounts that you enroll.

Accessing Your e-Statements

Each e-Statement will be available for at least 90 days after the date it is posted on the NetTeller web site. You may find it advisable to print or download e-Statements for permanent retention. For a fee, paper copies of e-Statements are available upon request. You may request a paper statement by contacting us at 610-898-7700.

Canceling Electronic Delivery of e-Statements

At any time, you may elect to pay the monthly BillPay fee and revoke your consent to electronic delivery and instead receive statements in paper form. To revoke your consent, send us a secure message through the NetTeller secure Messages option, or a written letter, stating that you wish to revoke your consent to receive e-Statements and instead receive statements in paper form, and that you agree to pay the monthly BillPay fee. Include your name and the applicable account number(s) in your letter.

Agreement Regarding Your Use of e-Statements

You agree not to alter or use the e-Statements for any unauthorized, fraudulent or other illegal purpose.

V. Other Terms and Conditions

Service Hours

NetTeller services are available 365 days a year and 24 hours a day, except during daily system maintenance and periodic upgrades.

Canceling Your NetTeller Services

Your NetTeller services remain in effect until they are terminated by you or by us. You may cancel your service at any time by notifying us of your intent to cancel in writing. This cancellation applies to your NetTeller services only and does not terminate your Bank accounts. Prior to notifying us that you wish to discontinue the service, we strongly suggest that you: (i) cancel any scheduled payments; (ii) cancel any automatic schedules; and (iii) cancel any pending bill payments.

Closing Payment Accounts

It is your responsibility to cancel any automatic payment associated with a payment account you choose to close. If you close all of your checking accounts, you also need to cancel any pending payments and the BillPay Service. There may still be pending payments, or payments that have not yet cleared your account; it is your responsibility to maintain your account long enough for the payments to clear or issue stop payments on the outstanding payments and make other payment arrangements.

BillPay Account Accuracy

It is your sole responsibility to ensure that the information in “Personal Options” is current and accurate. Furthermore, it is your responsibility to provide accurate and updated payee account numbers and payee information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate payee information, personal information, or have sufficient funds to satisfy the payment.

Changes to Agreement

We may change the terms of this Agreement at any time. We will notify you of the changes as required by law. Your use of NetTeller, including any new or additional service, after the effective date of the change will constitute your acceptance of and agreement to the change.

We may terminate your participation in NetTeller services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

Communications

You agree that we may send, by electronic communication, any information required to be sent to you in writing under Regulation E and the Electronic Fund Transfer Act. Electronic mail (e-mail) is not a secure method of communication over the Internet and we recommend that you do not send confidential information, unless you send us a message using the secure Messages option in NetTeller. If you elect alerts, you acknowledge acceptance of these notifications, regardless of other marketing preferences you may have indicated at the Bank.

Communicating With You

From time to time, we may send you communications relating to NetTeller products, features, services and activation programs. We may also send you service-related or account-specifics.

Contact by the Bank or Affiliated Parties

No Bank employee, nor any company affiliated with the Bank, will contact you via email or phone requesting your NetTeller User ID and/or PIN. If you are contacted by anyone requesting this information, please contact us immediately.

Limitation of Liability and Disclaimer of Warranty

The Bank agrees to make reasonable efforts to ensure full performance of the NetTeller service. The Bank will be responsible for acting only on those instructions sent NetTeller that are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages sent. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software. Any information you receive from the Bank can only be provided on a best-effort basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any investment or other decision made using this information. The Bank is not responsible for any computer virus or related problems that may be attributable to the NetTeller Service or to any services provided by any Internet Services Provider. In the absence of negligence on the part of the Bank, none of the Bank, any of its affiliates, or any of their respective officers, directors, employees, or agents, is responsible for any direct, indirect,

special, incidental, or consequential damages arising in any way out of the use of the NetTeller Service. In no case shall the Bank be liable for consequential or incidental damages.

Governing Law

The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions, and federal law.

VI. Additional Provisions Applicable Only to Business Accounts

Establishing User IDs for Business NetTeller Services

Services may only be requested and used by the authorized signers of the business. Authorized signers are those individuals who have been appointed to act on behalf of the business and whose names and signatures are on the physical signature card. Each authorized signer may only access those accounts on which they are an authorized signer. Authorized signers will need to apply for a unique User ID and PIN for business related accounts separate from the User ID and PIN the individual may already have in place for personal accounts.

NetTeller with BillPay is established under the name of the authorized signer. When logging on to the Service, the user will see his or her own name in the "Welcome" area, not the name of the business, but payments that are scheduled through the BillPay service will bear the name of the business.

Fees

Applicable business analysis and other fees apply. The Bank offers the basic NetTeller services, which include e-Statements for free. BillPay is offered for a fee to businesses.