



**First National Bank**

**IMPORTANT ACCOUNT INFORMATION**

**February 2013**

**Privacy Policy**

**Deposit Account Agreement**

General Terms  
Funds Availability  
Electronic Funds Transfers

**Customer Agreement for FNB Online Services**

Electronic Records Disclosure and Agreement  
General Terms  
Federal Rules Applicable to Electronic Funds

**What You Need to Know About Overdraft and Overdraft Fees**

**Discretionary OverdraftHonor™ Policy**

**ATM/Debit Card Agreement**

**Business Check Card Agreement**

**Fee Schedules**

**FDIC Insurance**

<b>FACTS</b>	<b>WHAT DOES F.N.B. CORPORATION DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Credit history and credit score</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons F.N.B. Corporation chooses to share; and whether you can limit the sharing.

<b>Reasons we can share your personal information</b>	<b>Does F.N.B. Corporation Share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> - to offer our products and services to you	<b>Yes</b>	<b>Yes</b>
<b>For joint marketing with other financial companies</b>	<b>Yes</b>	<b>Yes</b>
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates to market to you</b>	<b>Yes</b>	<b>Yes</b>
<b>For nonaffiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

<b>To Limit Our Sharing</b>	<p>Please contact the respective F.N.B. Corporation affiliate at the number provided:</p> <ul style="list-style-type: none"> <li>• Call 800-555-5455: First National Bank</li> <li>• Call 866-427-7540: Regency Finance Company, Citizens Financial Services, F.N.B. Consumer Discount Company, FMAC, or FNB Financial Services LP</li> <li>• Call 800-542-5978: First National Trust Company, First National Investment Services Company, LLC. or F.N.B. Investment Advisors, Inc.</li> <li>• Call 800-252-4850: First National Insurance Agency</li> </ul> <p><b>Please note:</b> If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at anytime to limit sharing.</p>
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<b>Questions?</b>	Call <b>800-555-5455</b>
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Who we are	
<b>Who is providing this notice?</b>	F.N.B. Corporation is a diversified financial services holding company operating a bank, consumer lending and wealth management companies, and an insurance agency.
What we do	
<b>How does F.N.B. Corporation protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does F.N.B. Corporation collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Pay your bills or apply for a loan</li> <li>• Use your debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account - unless you tell us otherwise.

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Our affiliates include financial companies such as First National Bank, First National Trust Company, First National Investment Services Company, LLC, F.N.B. Investment Advisors, Inc., First National Insurance Agency, FNB Financial Services, LP and Regency Finance Company, which also does business under the trade names Citizens Financial Services, F.N.B. Consumer Discount Company, and FMAC.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• F.N.B. Corporation does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Our joint marketing partners include credit card companies and insurance companies.</li> </ul>

F.N.B. Corporation Family of Companies	
<ul style="list-style-type: none"> <li>• First National Bank</li> <li>• First National Trust Company</li> <li>• First National Investment Services Company, LLC</li> <li>• F.N.B. Investment Advisors, Inc.</li> </ul>	<ul style="list-style-type: none"> <li>• First National Insurance Agency</li> <li>• Regency Finance Company</li> <li>• FNB Financial Services, LP</li> </ul>

# FIRST NATIONAL BANK OF PENNSYLVANIA

## Deposit Account Agreement

February 2013

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### PART A / GENERAL TERMS

#### 1. OUTLINE OF AGREEMENT

This Deposit Account Agreement (Agreement) consists of the terms, conditions, regulations and disclosures that apply to any kind of deposit account that you have with us. When you open an account with us by signing a signature card, and receiving a copy of this Agreement, you are agreeing to the terms of this Agreement as well as any terms contained in the signature card. Certificates of Deposit and Individual Retirement Accounts are also subject to the terms disclosed on their face.

Part A of this Agreement sets forth the general terms applicable to all deposit accounts; Rules and disclosures regarding your ability to withdraw funds from your accounts are found in Part B; Special rules applicable to electronic fund transfers are found in Part C. You should read this entire Agreement carefully. In this Agreement the words "you" and "your" mean the depositor. The words "we" and "us" mean the financial institution. The deposit relationship between you and us is primarily governed by this Agreement. But it is also governed by the laws of the Commonwealth of Pennsylvania, the state of Ohio, and other applicable states; the laws of the United States; the rules and regulations of the Federal Reserve Board and various Federal Reserve Banks; the rules and regulations of organizations such as clearing house associations; and other policies. If any terms of the Agreement come into conflict with applicable law, those terms will be nullified to the extent that they are inconsistent with the law, and the applicable law will govern. If a conflict arises between oral and written information furnished to you and this Agreement, this Agreement will prevail.

Your signature on the signature card is the authorized signature on the account. For the payment of funds and for other purposes relating to any deposit account you have with us, we are authorized to recognize your signature, but we will not be liable to you for refusing to honor your checks or other signed instructions if we have a reasonable doubt that the signature appearing on such checks or instructions is not genuine.

#### 2. DEPOSITS

Deposits shall be in currency, checks, drafts, or other negotiable instruments acceptable to us. Deposits can be made in person at any of our branch offices, electronically, sent to us in the mail, or made via night depository if we have night depository facilities. All items credited to any account, or cashed by us, are credited or cashed conditionally subject to final payment to us. We may charge back to your account, without prior notification, the amounts of any such checks or other items to the extent that the proceeds are not received by us. You waive notice of dishonor of deposited checks, drafts or other negotiable instrument and hereby authorized us, in our sole discretion, to re-present such checks, drafts or other negotiable instruments, without notice to you, for collection. If the check, draft or other negotiable instrument deposited to your account is paid by the drawee bank and later is returned because of the claim of alteration, forgery, unauthorized endorsement or for any other reason, we may withhold the amount of the check, draft or other negotiable instrument from your account until the claim is resolved. We are not responsible for deposits sent by mail until they are actually recorded by us. We, at our discretion, may refuse any deposit or limit the amount which may be deposited. Deposits made through an automated teller machine (ATM) are subject to our verification of the amount enclosed in the ATM deposit envelope. In accordance with the Electronic Funds Transfer Act and the operating rules of the National Automated Clearing House Association, to confirm the receipt of electronic deposits to your account or electronic payments from your account, you may call us in Pennsylvania at 1-800-555-5455, or in Ohio at 1-800-494-2265 on the day you expect to receive the deposit or the payment to be made

from your account. We do not provide notification of each electronic deposit or payment for your account. A record of electronic deposits and payments will be included on your account statement.

#### 3. FACSIMILE SIGNATURES

If the Customer (through the Customer's designated representatives or otherwise) directs us to pay checks or other items from the accounts by utilizing one or more facsimile signatures, we may pay any check or other item if the negotiable instrument bears a facsimile signature which resembles the appropriate facsimile signature(s) specimen given by the Customer to us, regardless of how the facsimile signature came to be placed on the item. We may pay such items even if the facsimile signatures were placed on the items without the Customer's authority. We may pay such items regardless of to whom they are drawn or paid. The Customer assumes full responsibility for all payments made by us in good faith based upon any facsimile signature resembling the appropriate specimen facsimile signature. (As a result of this paragraph we have shifted our liability to you.) This paragraph also applies to accounts requiring a combination of manual and facsimile signatures on checks or other items. As used in this paragraph, the phrases "facsimile signature" and "facsimile signatures" refer to any method used by the Customer to authenticate an item other than a manual signature of a natural person's name made by that person. The phrase includes (but is not limited to) the use of signature stamps or plates, computer generated symbols and signatures produced by digital or other electronic means.

#### 4. OVERDRAFTS/RETURNED CHECKS

The overdraft fee specified in the services fee brochure may be charged for each item (no matter what the amount of that item) that overdraws an account if you do not have sufficient overdraft protection. Overdrafts may occur as a result of items such as checks, electronic withdrawals including ATM/Debit Card, Online Banking, and Telephone Banking, preauthorized withdrawals, transfers from your account, service charges, fees and other payments, or withdrawal and debit items, presented against insufficient funds. We are not required to honor the check or other withdrawal and may return it. We are not required to send you prior notice if we return a check for insufficient funds. If your account is overdrawn, you agree to deposit sufficient funds to cover the overdraft and any service fees as soon as you receive notice of the overdraft. We may enforce overdraft liability in a joint account against any joint owner individually.

#### 5. RIGHT TO CHARGE BACK

Checks or other items deposited to an account may be returned unpaid. If any deposited check of \$100 or less is returned unpaid, we may send the check for payment again without returning it to you or notifying you of the nonpayment. We also may hold for payment deposited checks of \$100 or less drawn on us if they are not initially paid. We may extend the time for returning these checks or give notice of their nonpayment by one additional business day. We will not be liable for any loss resulting from a delay in notifying you of a dishonored check due to these procedures. If any check or other item deposited in your account or cashed for you is returned to us by the Bank on which it was drawn for any reason, we may accept the return and charge the item back against your account without regard to whether the bank on which it was drawn returned the item before its midnight deadline. If a late return is based on an alteration or a forged or unauthorized endorsement, we may place a hold on your account until we make a final determination as to the validity of the claim.

#### 6. IF YOU OWE US MONEY

You grant us security interest in your accounts for any and all indebtedness owed by you to us, however or whenever incurred or evidenced, including any service fees or charges to the account. If you owe us money or a payment is due, we have the right under the law (called set off) and under this Agreement (by which you grant us a security interest in your account) to use the money from any account in which you hold an interest to pay the debt. Our right to set off is automatic and superior to any other claims to the account, including claims through right of survivorship. Any indebtedness

owed by you to us, either individually or jointly, may be charged against your account, either before or after your death, whether or not co-depositors on the account are indebted to us. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. We have this right of set off even if withdrawing the money results in an interest penalty. You agree to hold us harmless from any claim arising as a result of our exercise of our right to set off. You also agree that this right to set off may be exercised with respect to your property in our possession against any sums you owe any of our affiliated banks or companies or their successors.

We also have the right to set off against any of your joint accounts (regardless of who placed the funds in said accounts), at any time without notifying you in advance, to pay any debt which is due that you or any joint tenant owes us. In addition, we also have the right to set off against any of your tenants by entireties' accounts to pay any individual debt which is due that you owe us. Further, we also have the right to set off any of your partnership or joint venture accounts (regardless of who placed the funds in said accounts), for any amount your firm, partner, or any joint venturer owes us. Garnishments against either or both joint owners are subject to our security interest and our right to set off. Notice provided by us to any one joint owner is considered notice to all.

## **7. FEES**

You agree to pay the service fees described in the service fees brochure. Those fees may be deducted from your account without prior notice to you. We will not be liable if we dishonor checks or other withdrawal orders because the deduction of such fees has left an insufficient balance in your account. You grant us a security interest in your accounts for any and all indebtedness owed by you to us, however and whenever incurred or evidenced, including any service fee or charges to the account. If you issue a check drawn on us and a non-customer of the Bank seeks to cash the check at the bank, we reserve the right to charge a service fee as a condition of cashing the check. This fee helps us cover additional costs and risks involved in cashing the check.

## **8. POWER OF ATTORNEY**

You can give another person the right to act on your behalf in making transactions on your accounts. This can be done only after giving us written authorization on forms which we can provide for that purpose or which we indicate are acceptable to us. If there is more than one account owner, we may require the consent of all account owners to your appointment of an Agent. We may continue to rely upon such authorization until we receive: (A) written revocation of the authorization (B) actual notice of the death of the account owner or (C) court order regarding the incompetence of the account owner and appointment of the guardian.

## **9. ESCHEAT**

If your account remains inactive (no deposits, withdrawals or customer contact) for five (5) years, under state law, we are required to turn over the balance in the account to the state as abandoned property. If your last known address is in Maryland, the balance in your account will be turned over to the state after three (3) years of inactivity. We may charge a fee to your account for handling abandoned property. Please refer to the fee schedule for the applicable fee.

## **10. CHANGE OF TERMS**

We can change the terms of this Agreement and the services we provide at any time, for any reason. We can also change the fees in the service fee brochure at any time for any reason. We will notify you by mail at the last address shown in our records. The change will be effective thirty (30) days after notice if your account is maintained for personal, family or household use (non business account).

We reserve the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction. Any such waiver will not affect the enforcement of any of our rights with other customers, or the enforcement of any of our rights on later transactions with you. The fact that we may enforce or waive our rights does not obligate us to enforce or waive similar rights in the future. No waiver will change the terms and conditions of the Agreement.

## **11. LEGAL PROCEEDINGS**

If any of your accounts are garnished, or otherwise subject to levy by legal action; we will not be liable to you for any sums we may be required to pay because of such proceedings. When your accounts are subject to a legal proceeding, we will impose the fee listed in the service fees brochure in responding to the legal action. This fee will be deducted automatically from your account(s) prior to our complying with the legal action without prior notice to you. Any garnishment or other levy against your account is subject to the bank's right of set off and security interest. All expenses incurred by us as a result of any legal proceeding affecting your account, including, but not limited to, court costs and attorney fees, may be charged against your account or billed to you separately. This obligation includes disputes between you and the Bank involving the account and situations where the Bank becomes involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account.

## **12. CLOSING YOUR ACCOUNT**

You can close your account by withdrawing all collected funds in the account at any time and notifying us in writing of your desire to close the account. We may deduct an Early Closing Fee as listed in the Fee Schedule provided with this Disclosure. We also can close your account for any reason, if we choose to. If we do this, we will mail to you at your last address shown on our records a notice and check for the final ledger balance. Notice to any account holder will be considered notice to all account holders. When we refuse to accept deposits or credits to the account, we will not be liable to you for doing so. Should an account be closed at any time by the withdrawal of the balance of the account and later reopened, the reopened account will be subject to all the terms and conditions in this Disclosure.

## **13. TRANSFERABILITY**

Ownership of the account is non-transferable except on our books and records. In order to transfer title or to pledge the account as collateral for a loan from someone other than us, a written request must be provided on a form approved by us. Any pledge of the account to a third party remains subject to our right to set off and security agreement.

## **14. HOLDS AND FREEZES**

Any party on the account can place a hold on all funds in the account either orally or in writing. An oral request for a hold will remain in effect for twenty-four (24) hours. A written hold will remain in effect for six (6) months. Only the person who placed the hold can release it. If you request your account be placed on hold, you will be able to deposit additional funds; however, you will not be able to withdraw any funds from the account for any reason. If you request that your account be frozen, you will not be able to use your account for any reason. A hold or freeze may result in a check drawn on the account being returned for insufficient funds and you will be responsible for any such loss resulting from the hold, including NSF fees.

## **15. WITHDRAWALS**

Withdrawals will first be made from collected funds and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds even if our general practice is to the contrary. Please refer to Part B "Funds Availability" for an explanation of our policy. The fact that we may honor withdrawal requests which overdraw the finally collected account balance does not obligate us to do so.

Limits on the amount or frequency of withdrawals from an account are detailed in the "Truth in Savings" disclosure provided to you at the time the account was opened. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, which is not on a form approved by us or which exceeds any frequency limitations.

\* We reserve the right to at any time require not less than 7 days notice in writing before any withdrawal from an interest bearing account.

## **16. FINAL PAYMENT**

All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon

receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. We reserve the right to refuse any item for deposit into your Account.

### **17. NOTICE OF WIRE TRANSFER DEPOSITS**

You agree to waive any right that you may have to receive notice of a deposit to any of your accounts made by a wire transfer. You agree to waive these rights to the extent permitted by law.

### **18. STATEMENTS AND ACCOUNT ACTIVITY DOCUMENTATION**

If you have signed up for E-statements, your statements will be posted online for your review and we will send you notice that your statement has posted to the email address you provided. You agree to maintain and provide us a valid email address for our use to provide notices and will immediately inform us if you are unable to open and read any electronic communication or information, including your account statement and notices. In the event that you fail to provide us with a valid email address or fail to provide us with notice of a change in your email address, you are responsible for reviewing your account statement online. We will post your statement each month on a certain date. You will need to access your online account to verify which date your statement will post each month. By opening an account you acknowledge that your account statement is available to you online and that it is your responsibility to review this account statement monthly regardless of whether or not you receive notice that your account statement has posted.

### **19. STOP PAYMENTS**

You can request us to stop payment of an authorized payment or check which you have written. You can do this in writing or call us via phone. To do this, you will need to give us your account number, the check number, date and amount of the check and the name of the payee. If the information given to us is not correct, or if you fail to give us any other reasonable information requested regarding the item, we will not be responsible if we are unable to stop payment. We reserve the right to take up to 24 hours to determine whether a stop payment order can be executed. The order is ineffective, if at the time of its receipt, we have already cashed the item or if we have otherwise become legally obligated for its payment. Oral requests to stop payment must be confirmed in writing within 14 days or we may no longer honor them. Written and properly confirmed oral requests will be effective for six months, but renewals in writing may be made. You will be charged the applicable fee for the stop payment request at the time of the request. Each renewed stop payment will be treated as a new request and another fee will be charged.

You agreed to hold us harmless and indemnify us for any and all expenses and liability which we might incur if we pay an item on which you have requested a stop payment, provided that we have exercised ordinary care. You also agree that if we return any other item drawn by you (or do not make a requested transfer) due to insufficient funds, which situation is caused because we have paid an item (or made a transfer) on which you had requested a stop payment, you will not hold us liable for such action.

A stop payment order will be accepted from any owner of joint account no matter who signed the check and written notification may be sent to all other owners. If you buy a cashier's check or treasurer's check from us, you do not have the right to stop payment to a third party. A revocation of a stop payment order is not valid unless in writing and delivered to us. Only the person who originally placed the stop payment order can revoke it.

If we credit your account after paying a check over a valid and timely stop payment order, you agree to do two things: (1) you will transfer to us all of your rights against the payee or other holder of the check, and (2) assist us if we take legal action against that person later on.

### **20. POST DATED CHECKS**

You agree not to date a check later than the date that you write it. We are not responsible if we charge an otherwise properly payable, but postdated check against your account before the indicated date.

### **21. CHANGE OF ADDRESS**

It is important that you notify us immediately if there is a change in either your mailing address or if you receive electronic notifications from us, your email address.

### **22. CLEARING CHECKS**

According to current federal or state regulations, we may reserve the right to clear checks and other noncash items you deposit before we make the money available to you. Please see Part B, "Funds Availability" for complete details.

If we do not cash an item for you or allow you to withdraw some or all of the money it represents before it is paid and it is not paid for any reason, we will charge your account immediately after the unpaid item is returned and, if necessary, require a refund from you.

### **23. RESPONSIBILITY FOR THE BACK OF CHECKS**

You agree that we will not be liable to you because an item that you deposit in your account is returned after the time set by applicable law if the delay in returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that were made by you or a prior endorser. Similarly, you will be liable to us for any loss or expense, including without limitation, reasonable attorney fees, we incur because we are unable to properly return an item drawn on your account within the time set by applicable law where the delay in properly returning the item is caused by marking on the item in the space reserved for the depository bank's endorsement that existed at the time you issued the item.

Customer endorsements must be placed in the one and a half inch area starting on the reverse side of the check from the right side. The remaining area of the check cannot contain any preprinted, stamped or handwritten customer information.

### **24. CHECK LEGENDS**

We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution any payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days", "Paid in Full", "Two Signatures Required", "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends.

### **25. NO SIGHT-REVIEW OF DRAWER SIGNATURES**

You agree that we exercise ordinary care in paying an item even if our procedures do not provide for sight-review or provide for sight-review only for items above a threshold level, or on a sample basis, at our discretion. We reserve the right not to sight-review drawer signatures because we pay items on an automated basis to reduce costs for all customers. If you did not sign a paper signature card with the opening of this account, you authorize us to review items previously drawn on this account for the purpose of sight-review of your signature.

### **26. CHECK SAFEKEEPING**

Check safekeeping may apply to your account. If so, we will give you additional information about the safekeeping service. We will hold all safe kept checks for 90 days after we receive them. After that time, we will destroy the original checks and will retain a copy of each check for seven (7) years from the date that the check is paid.

### **27. DORMANT ACCOUNTS**

Your account will be considered dormant if for twenty-four (24) consecutive months you do not make a deposit/withdrawal or contact us. You will be charged a dormant account fee as specified in the service fees brochure.

### **28. NOTICES**

The following terms apply to notices relating to your Account. (a)

**Notice of Amendments.** You agree that the terms and conditions of the Agreement including, without limitation, all rates, fees and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendments as required by applicable law. Notices will be sent to the most recent address or email address, if you receive electronic notifications from us, shown on our records for your Account. Only one notice will be given in the case of joint account holders.

**(b) Account Changes.** Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address or email address, if you receive electronic notifications from us, that you provided us.

### **29. NOTICE REQUIREMENTS**

Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right.

### **30. COPIES**

At your request, we will provide copies of statements, checks, deposit and withdrawal slips or other account records and conduct research on your account. Fees for account research and the production of account records are shown in the service fees brochure and are payable upon request of service at the teller window or may be deducted from your account. We will also charge you these fees for research done and records provided for your account in response to a summons, subpoena or other court or governmental agency requirement that we perform the research or produce the records to the extent that payment from the person or organization requesting the research or records is less than the fees.

### **31. ACTIVITY PRINTOUT**

A printed list of account activity will be made available upon request. You will receive a complete listing of all account transactions (checks paid, deposits, etc.) from the date of the last regular statement to the date of the request. A fee, as set forth in the service fees brochure will be assessed for this list and may be deducted from your account.

### **32. WAIVER**

If we fail to exercise any of our rights under these rules, such failure shall not be a waiver of any of our rights. In the event that one or more provisions of these rules shall for any reason be held invalid or illegal, such holding will not affect the enforceability of any other provision.

### **33. LIABILITY**

We shall have no liability for any delays or failure of performance caused in whole or in part by fire, labor disputes, power failure, acts or omissions of civil authorities, civil disturbances, war, computer malfunctions, acts of God, or any causes beyond our control. You agree that in performing the duties imposed under these rules, we shall be liable only if grossly negligent and in no event shall we be liable for any consequential, indirect, or special damages.

### **34. ARBITRATION**

The Customer and the Bank agree that, at the request of either party, the parties will resolve all disputes, claims or controversies arising out of or related to the account, this Agreement, or the breach of this Agreement or the breach of this Agreement exclusively by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the AAA Commercial Dispute Resolution Procedures in effect at the time the claim is filed. The decision and award of the arbitrator shall be held final and binding and may be entered in any court having jurisdiction.

**The arbitrator(s) will decide if any inconsistency exists between the Rules and these arbitration provisions contained herein. If any such inconsistency exists, the arbitration provisions contained herein will control and supersede the Rules.**

The parties agree that the arbitrator(s) shall give effect to the substantive law of the state in which the account is opened, including but not limited to conflicts of law provisions, statutes of limitations, and matters pertaining to the validity of this arbitration clause in determining matters submitted to arbitration under this agreement; provided, however, that the Federal Arbitration Act (Title 9 U.S.C.), to the extent inconsistent, will supersede the laws of such State and govern.

EITHER PARTY MAY REQUEST ARBITRATION. IF EITHER PARTY FAILS TO SUBMIT TO ARBITRATION FOLLOWING A PROPER DEMAND TO DO SO, THAT PARTY SHALL BEAR ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY THE PARTY COMPELLING ARBITRATION.

You acknowledge that by submitting to arbitration, you are giving up your right to go to court to assert or defend your rights under this Agreement (except for matters that may be taken to small claims court). You are aware that your rights will be determined by a neutral arbitrator(s) and not a judge or jury. An arbitrator's decision is as enforceable as any court order and is subject to a very limited review by a court.

You understand that you are entitled to a fair hearing, but that the arbitration procedures are simpler and more limited than rules applicable in court.

For more details regarding the arbitration process, review the AAA's website at <http://www.adr.org/index.asp> for general and contact information.

### **35. GOVERNING LAW**

This Agreement will be interpreted under the laws of the Commonwealth of Pennsylvania (without regard to its choice of law provisions), and, to the extent applicable, the laws of the United States.

### **36. ASSIGNABILITY**

The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account to be closed and a new account opened in the name of the transferee or pledgee.

### **37. SYSTEMS AND SOFTWARE**

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our system or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

### **38. ADDITIONAL SERVICES**

If your account is joint, and if any one of the joint account holders has the authority to sign withdrawal order from the account, then all account holders agree that any one of them may also sign other agreements with us relating to your account, including, among others, agreements for check safekeeping. You agree to be bound by the provisions of any such agreements signed by fewer than all of the account holders.

### **39. CHECK PAYMENT ORDER**

The bank may pay items presented against your account in any order that it chooses and change its policy from time to time without notice to you. Currently, First National Bank pays checks in the order of highest dollar amount. You can find out about the bank's current policy by contacting us at any time.

### **A. ACCOUNT MAINTENANCE SERVICE CHARGES**

Account Maintenance Service Charges are applied to checking accounts last and will overdraw the account if there are not enough funds. The system will process items presented, in the above order, until all are paid or until there are not enough funds in the account to pay the next item in line. If there are not enough funds available, the system will check to see if there is a line of credit, savings account or Overdraft Honor tied to the account for

overdraft protection transfers. If there is, the necessary transfer (sometimes in incremental amounts determined by how the transfer was established) to pay the remaining items will post to the account. If there still are not enough funds in the account, all of the items, those that cannot be paid will overdraw the account.

#### **40. INFORMATION ABOUT TYPES OF ACCOUNT OWNERSHIP THAT MAY BE USED WHEN OPENING AN ACCOUNT**

##### **A. INDIVIDUAL ACCOUNT**

An Individual Account is an account in the name of one depositor only. Only that person may write checks against the account or withdraw money, regardless of who actually owns the funds.

##### **B. MULTIPLE PARTY ACCOUNTS / JOINT ACCOUNT OWNERSHIP**

This section pertains to multiple party accounts. An account with two or more Account Holders is a joint account. Unless you designate otherwise on the Signature Card, joint Account Holders will be considered joint tenants with right of survivorship.

###### **1. JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

If your account is a joint account with right of survivorship, upon the death of one of the joint account holders, that person's ownership interest in the account will immediately pass to the other joint account holder(s).

###### **2. TENANCY BY THE ENTIRETIES**

Tenancy by the entireties is a joint account with rights of survivorship strictly held in ownership between a husband and a wife. Under Pennsylvania law, certain legal rights are granted by this type of account ownership. If you have any questions as to the legal rights of this type of account, you should consult with your own attorney and you bear the sole responsibility as to the legal effect of the creation of the account. If your account is a tenancy by the entireties, upon the death of one of the account holders, that person's ownership interest in the account will immediately pass to the other joint account holder. Unless you specifically request and check this account ownership selection, we will automatically presume the established account is solely a joint tenants with right of survivorship.

###### **3. JOINT AS TENANTS IN COMMON**

If your account is joint account without right of survivorship, upon the death of one of the joint account holders, that person's proportionate ownership interest will pass to the estate of the deceased account holder. Each joint owner guarantees the signatures of the other joint owner and authorizes the others to endorse checks for deposit if they are payable to any of the joint owners.

Each joint account holder, without the consent of any other account holder, may, and hereby is authorized by every other joint account holder, to make any transaction permitted under the Agreement, including without limitation, (1) to withdraw all or any part of the account funds, (2) to pledge the account funds as collateral to us for any obligation, whether that of one or more account holders or of a third part (3) to endorse and deposit checks and other items payable to any joint account holder, (4) to give stop payment orders on any check or item, whether drawn by that account holder or not, and (5) to close the account, with the disbursement of account proceeds as instructed by the joint account holder. Each joint account holder is authorized to act for the other account holder(s) and we may accept orders and instructions regarding the account from any joint account holder. If we believe there to be a dispute between joint account holders or we receive inconsistent instructions from the account holders, we may suspend or close the account, require a court order to act, and/or require that all joint account holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint account holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint account holder benefited from the withdrawal. If you establish a joint account without the signature of the other

joint account holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint account holder(s) listed on our documents.

##### **C. CUSTODIAN ACCOUNTS**

If you wish to make a gift/transfer of money to a minor, you can do so and name yourself or another adult as custodian to handle the money while the beneficiary is a minor. Interest earned will be reported under the Tax ID number of the minor; however, it may be taxed at the rate of his or her parents. We will follow the appropriate Uniform Gift/Transfer to Minors Act for this type of arrangement. A gift/transfer of money made in this manner is irrevocable and conveys to the minor legal title to the custodial property. The custodian has certain powers and duties in relationship to such accounts as prescribed by state law, including the power to collect, hold, manage, invest and reinvest the custodial property. However, this property held shall be for the exclusive right and benefit of the minor, and will be free from the control or lien of all other persons, except creditors. The property shall be paid, together with interest credited to the account, to the minor when he or she reaches the age of majority. The receipt or release of the minor shall be valid and sufficient release and discharge to us for any payment so made. We have no obligation to inquire into the purpose of any withdrawal.

##### **D. P.O.D. ACCOUNTS (Ohio Only)**

A Payable on Death (P.O.D.) Account is an account payable to the account holder during his or her lifetime. As the owner, you may withdraw money from the account and may, by written direction to us change the P.O.D. payee(s) under the account. When the account holder dies, the account is owned by the P.O.D. payee(s). If the P.O.D. account is held by more than one person, each account holder will be subject to the rules pertaining to joint account ownership as set forth above. If there is more than one surviving P.O.D. payee, the respective interest of each shall be deemed to be equal shares, unless otherwise stated in the Financial Institution's deposit account records, and as allowed by applicable state law. If there is no surviving P.O.D. payee upon the death of the owner, state law will determine ownership of the funds in the account.

##### **E. TOTTEN TRUST ACCOUNTS**

A Totten Trust is an informal trust account without a written trust agreement. The beneficiary named has no right to any funds in the account during the trustee's lifetime. The account is owned by the trustee. As the owner of the account, the trustee may withdraw money from the account and may, with written direction to us, change the beneficiary under the account. When the trustee dies, the account is owned by the named beneficiary. If there is no surviving beneficiary upon the death of the trustee, state law will determine ownership of the funds in the accounts.

##### **F. TRUST ACCOUNTS**

If you wish to create a trust for the benefit of a beneficiary, you can open this type of account. The person creating the trust is the grantor of the trust. The beneficiary is the person named in the trust who will benefit from the trust. The trustee is the person named in the trust who is charged with holding, managing, pledging, investing and reinvesting the funds of the trust, in their sole discretion, for the benefit of the beneficiary. The funds that the trustee manages are to include earnings on the funds and any future additions to the trust.

We may absolutely rely upon your representation to us, as you may change from time to time, as to who is the beneficiary of the trust.

If there is more than one trustee on the account, the trustees will be joint tenants with the right of survivorship. This means that all the rules of the section titled JOINT ACCOUNTS will apply to transactions in the account while both joint trustees are alive. If one of the joint trustees should die, all rights to the account, including the right to terminate the trust, will pass to the surviving trustee.

If the trust that is created is a revocable trust, the grantor or grantors, or either of them reserve the right to revoke the trust in part or in full at any time. Any partial or complete withdrawal by the original trustees or any one of them, if those trustees are also the grantors that created the trust, will be revocation by the grantors to the extent of the withdrawal. No other revocation will be valid unless written notice by both or either of the grantors is given to us.



Interest earned on a trust account will be reported under the Tax ID Number of the first trustee that is designated on the Signature Card.

### **G. SPECIAL INFORMATION ABOUT CREATING JOINT, TRUST OR CUSTODIAL ACCOUNTS**

You agree that when you set up a joint account, trust account or custodial account with us, you have instructed us as to the proper title of the account and that we assume no legal responsibility to inform you as to how the creation of one of these accounts affects your legal interests. If you have any questions as to the legal effects to any of these accounts, you will consult with your own attorney and bear the sole responsibility as to the legal effect of the creation of the account or how it is maintained with us.

### **H. CORPORATION OR ORGANIZATION ACCOUNTS**

Any properly authorized corporation or organization may open this type of account. The corporate officer or officers of the organization must execute a resolution authorizing the opening of the account. We will need to have a copy of this resolution on file with the Signature card for the account. Withdrawals will be permitted only on the signatures of those authorized specifically on the Signature card. The number of signatures required for withdrawals will be specified on the Signature Card.

### **I. PARTNERSHIP OR JOINT VENTURE ACCOUNTS**

When you open this type of account, you agree that it will be opened by all of the general partners. The partners are the owners of the account but may designate others to make withdrawals from the account. Withdrawals will be permitted only on the signatures of those authorized specifically on the Signature Card. The number of signatures required for withdrawals will be specified on the Signature Card.

### **J. SOLE PROPRIETORSHIP ACCOUNTS**

With this type of account the proprietor of an unincorporated business is the owner of the account, but may designate others to make withdrawals from the account. Withdrawals will be permitted only upon the signatures of those authorized specifically on the Signature Card.

### **K. FICTITIOUS BUSINESS NAME ACCOUNTS**

If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders has the right to use that name and have fulfilled all legal requirements for using and/or doing business under that name.

### **41. INFORMATION ABOUT YOUR ACCOUNT**

If you voluntarily give information about your deposit account such as our routing number and your account number to a party who is seeking to sell you property or services, or to whom you owe money, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized.

### **42. DEPOSIT RECLASSIFICATION**

We will establish on your behalf a master account and two sub-accounts in our internal records. This accounting process does not have any adverse impact on your account balance, statements, interest earned, fees paid, or FDIC deposit insurance coverage. All information that is made available to you about your account will be at the master account level. The sub-accounts will be comprised of a savings account and a transaction account. Both sub-accounts will earn the same rate of interest. At the beginning of each statement period, we will allocate funds between the two sub-accounts as deemed appropriate. Checks received by us that are drawn against your master account will be presented for payment against the transaction sub-account. Funds will be transferred from the savings sub-account to cover checks presented against the transaction sub-account as needed. On the sixth transfer from the savings sub-account during a given statement period, all the funds on deposit in the savings sub-account will be transferred to the transaction sub-account.

## **PART B / FUNDS AVAILABILITY**

### **FUNDS AVAILABILITY**

Our policy is to make funds from your deposit available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks

that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We will post our cutoff time, if any, in our branches. Our branches may not have a cutoff time and cutoff times may vary, but, we will not have a cutoff time before 2:00 p.m. If you make a deposit before the posted cutoff time, if any, on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the posted cutoff time, if any, or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Please contact your branch for its cutoff time, if any.

### **LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit.

However, the first \$200 of your deposit will be available on the next business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Funds will generally be available no later than the eleventh business day after the day of your deposit.

### **SPECIAL RULES FOR NEW ACCOUNT**

If you are a new customer, the following special rules may apply during the first thirty (30) days your account is opened.

Funds from the electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks), is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

### **HOLD ON OTHER FUNDS (CHECK CASHING)**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that is already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### **HOLD ON OTHER FUNDS (OTHER ACCOUNTS)**

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawals during the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## ATM DEPOSITS

Deposits must be made before 12:00 noon on a business day to receive next day availability of the funds, which qualify for next day availability.

## PART C / ELECTRONIC FUNDS TRANSFERS

**These rules are applicable only to consumer (used for personal, family or household purposes) deposit accounts.**

### CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS

If your statement shows an electronic transfer that you did not make, or authorize, tell us AT ONCE by calling **1-800-555-5455** or by bringing your statement with you to a branch office, or by writing to us at the following address 4140 East State Street Hermitage, PA 16148. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 1-800-555-5455 or write to us on a separate piece of paper other than your deposit statement at the address shown on your statement as soon as you can, if you think your statement is wrong or if you believe that an electronic fund transfer has been made without your permission using information from your check, or if you need more information about any electronic transfers listed on your deposit account statement. We must hear from you no later than sixty (60) calendar days after we sent you the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will generally complete our investigation within 10 business days after we hear from you and will correct any error(s) promptly. However, if we need more time to investigate the transaction or obtain documentation, we may take up to forty-five (45) days (90 days for transactions initiated outside of the United States) to investigate your complaint or question. If we need this additional time to determine if an error has occurred, we will credit your deposit account within ten (10) business day 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 the disputed transaction involves a VISA Check Card POS transaction, we will provide this credit to your account for the amount in dispute within five (5) business days. 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 choose not to credit your account for the amount in question during our investigation period.

If we decide there was no error, we will call you or send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### TYPES OF TRANSFERS

By completing a transfer request, you may arrange for us to complete certain preauthorized Electronic Funds Transfers (EFTs) on your behalf. Preauthorized transfers include payments to third parties or to your accounts held in our bank. You may also complete telephone transfers by calling **1-800-817-8787**. For transfers between accounts at our bank, you must own or have signature authority over both accounts involved in the transfer.

Examples of preauthorized transfers include:

- (a) direct deposits from your employer, U.S. Treasury Department or other financial institution;
- (b) payments of certain recurring bills to others from your checking or savings accounts (savings account limitations are described below);
- (c) overdraft protection transfers from another checking or savings account,

or from your line of credit at our bank, to cover a checking account overdraft;

- (d) transfers from a checking or savings account to make loan payments to our Bank; and
- (e) transfer funds from one checking or savings account to another.
- (f) electronic check conversions - you may authorize a merchant or other payee to make one-time electronic payments from your checking account using information from your check to pay for purchases or pay bills

If funds are not available in your primary account at the time of a preauthorized transfer, a fee may be assessed to your primary account.

### TRANSFER LIMITATIONS

There are no limits on the number or amount of direct deposits which you may receive in your checking or savings account(s). Preauthorized payments from your checking account(s) are also unlimited. However, you may arrange for a maximum of six (6) preauthorized transfers per month from a savings or money market savings account to another account at our bank, as payments to others, or to your account held at another financial institution.

### YOUR RIGHT TO DOCUMENTATION OF TRANSFERS

Periodic Statements. You will receive monthly checking account and line of credit account statements. If your savings account shows any EFT activity during a month, you will also receive a monthly statement for your savings account, rather than regularly scheduled quarterly statements. These statements will show all EFT activity for your account during the statement period, along with a description of the transaction type and payee.

Direct Deposits. If you arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may call us at **1-800-555-5455** on the day you expect to receive the deposit to find out whether or not the deposit has been credited to your account.

Notice of Varying Amounts. If your preauthorized payments to others vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, WHEN it will be made and HOW MUCH it will be. You may choose instead to get this notice from them 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.

### TRANSACTION LIMITATIONS

We will not process transactions that involve Internet Gambling such as ATM/Debit Card, ACH transfer, wire transfers or bill payments. Please contact our Customer Service Center at **1-800-555-5455** if you would like additional information on this restriction.

### RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

Payments to Others. If you have arranged in advance to make regular electronic funds transfers from your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally by calling **1-800-555-5455** or by visiting the nearest branch office any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of an oral stop payment order to be made within fourteen (14) days of the oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it is made if you do not provide the written confirmation. We may charge you, according to our service fees brochure, for each stop payment order on EFT transactions payable to others that you request us to process.

Transfer amounts from your account(s) at our bank. If you have arranged for us to draft payments from your deposit account to pay your loan account(s) with our Bank, or transfer funds from one of your deposit accounts to another deposit account at our bank, and you wish to stop or change these automatic transfers, you must notify us by calling the phone number listed on your deposit statement at least three (3) business days prior to the scheduled transfer. We may ask you to also complete a written notice for our records.

## **BANK'S LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER OR FAILURE TO MAKE TRANSFER**

Our Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us (or our processing agent for net-line) to stop an EFT payment to others at (includes payments to be made under a prearranged agreement or net-line Bill Payments scheduled in advance) at least three (3) business days or more before the transfer is scheduled to occur, and we (or our processing agent) do not do so, we/or our processing agent will be liable to you for your actual, proven losses or damages.

Our Liability for Failure to Make Transfers. If we do not complete a preauthorized or telephone transfer on time or in the correct amount according to our agreement with you or instructions received via our 24-hour telephone banking service, we will be liable for your actual, proven 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 line of credit account, whether or not for overdraft protection or as a cash advance on the line of credit.
- If circumstances beyond our control (such as an act of God, fire or other catastrophe), or by an electronic or computer failure which prevents the transaction, despite reasonable precautions that we have taken.
- If the funds in your account are subject to legal process or other encumbrances restricting use of the funds for such transfers.
- If incomplete or inaccurate information has been forwarded by the originator.

## **ACCOUNT INFORMATION DISCLOSURE TO THIRD PARTIES**

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

- Where it is necessary for completing the transaction.
- To verify the existence and standing of your account with us, or to confirm that sufficient funds are available to cover specific transactions, upon the request from a third party, such as a credit bureau or merchant.
- To comply with court orders or government administrative agencies' summons, subpoenas, orders examinations and escheat reports.
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.
- If you give us your written permission.

## **VERIFICATION OF CUSTOMER INFORMATION**

"The USA PATRIOT Act requires financial institutions to verify customer identification. As a result our employees may ask you to provide proper identification and may additionally use credit reports, references or other reasonable means to make the required verification. Thank you for your cooperation in helping us comply with federal regulations."

## **CHECK CLEARING FOR THE 21ST CENTURY ACT – HOW IT AFFECTS YOU DIRECTLY**

Check 21 includes a set of new industry standards that permit banks to process checks more efficiently which may result in same day clearing of checks. The legislation also grants Substitute Checks equivalent legal status as the original check.

## **Substitute Checks and Your Rights**

### What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "Substitute Checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a Substitute Check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a Substitute Check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be Substitute Checks. This notice describes rights you have when you receive Substitute Checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a Substitute Check is posted to your account (for example, if you think that the wrong amount was withdrawn from your account or that money was withdrawn from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after your claim is received and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after your claim is received. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the Substitute Check was correctly posted to your account.

### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your account, please contact First National Bank in writing at 4140 East State Street, Hermitage, PA 16148, at [www.fnb-online.com](http://www.fnb-online.com) or call **1-800-555-5455**. You must contact us within 40 calendar days of the date that we mailed the Substitute Check in question or the account statement showing that the Substitute Check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the Substitute Check you received is insufficient to confirm that you suffered a loss; and
- A copy of the Substitute Check and/or the following information to help us identify the substitute check: identifying information, for example, the check number, the name of the person to whom you wrote the check, and the amount of the check.

# FIRST NATIONAL BANK OF PENNSYLVANIA CUSTOMER AGREEMENT FOR FNB ONLINE SERVICES

July 2011

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## PART A/ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT

### 1. YOUR CONSENT IS REQUIRED

You must consent to receiving the related legal disclosures, agreements, and instructions before we can provide them to you electronically. Your consent will only apply to the legal disclosures, agreements and instructions that are related to your accounts enrolled in FNB Online, and you will not be consenting to receiving other electronic records and disclosures at this time. By proceeding with this application process, you affirmatively consent to receiving the legal disclosures, agreements and instructions electronically that are related to your account(s). If you choose to enroll in our e-Statement service, then your consent will also apply to the electronic delivery of your account statements and notices as further outlined in the FNB Online e-Statement Disclosure, which you will receive upon initiating the e-Statement service.

### 2. WITHDRAWAL OF CONSENT

You have the right to withdraw your consent to receive legal disclosures, agreements and instructions electronically that are related to your account(s). You may withdraw your consent by either closing out of the enrollment process or, if you have enrolled in FNB Online, contact our Customer Service Center at the number provided on our website. If you withdraw your consent, you will not be able to access your accounts through FNB Online. You may withdraw your consent to the delivery of electronic statements and notices by canceling your e-Statement service. If you cancel your e-Statement service, there may be fees associated with the delivery of your paper statements and notices.

### 3. PAPER COPIES AND UPDATING INFORMATION

You may request a paper copy of your related legal disclosures, agreements and instructions by contacting our Customer Service Center by phone at the number listed on our website. We will not charge you any fees for providing you a copy of the disclosures, agreements and instructions. If you are enrolled in e-Statement and would like to receive a paper copy of a statement, please contact the Customer Service Center. There may be a fee to receive prior copies of your statement, please refer to the Fee Schedule or contact the Customer Service Center. You may also update you email address by contacting the Customer Service Center.

### 4. SYSTEM REQUIREMENTS TO ACCESS THE INFORMATION

To receive an electronic copy of the requested document, you must have the following equipment and software:

- You must have a personal computer or other access device, which is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements.
- You must have an Internet web browser that is capable of supporting 128bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 6.0 or Netscape Navigator® version 4.73, and your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meets these requirements.
- You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 5.1 or higher. It is available for downloading at: <http://www.adobe.com/products/acrobat/readstep2.html>. Your access to

this page verifies that your system has the necessary software to permit you to receive and access PDF files.

### 5. SYSTEM REQUIREMENTS TO RETAIN THE INFORMATION

To retain a copy of the requested document, your system must have the ability to either download (e.g., to your hard disk drive or floppy diskette) or print PDF files. You must have a functioning printer connected to your personal computer or other access device that is able to print the related disclosures, agreements and instruction on plain white 8½ x 11 inch paper.

## PART B/GENERAL TERMS

### 1. OUTLINE OF AGREEMENT AND EXPLANATION OF TERMINOLOGY

This FNB Online Services Agreement ("Agreement") consists of the following: the terms and conditions that apply to your account and our FNB Online Services; and the required Federal regulatory disclosures that apply to information about your account and/or account activity accessed or originated using the Internet.

This Agreement is in addition to any other agreements between us, such as the Deposit Account Agreement, which was provided to you earlier and if applicable, the overdraft protection and/or line of credit agreements. If there is a conflict between any terms and conditions in this Agreement and those contained in other agreements between us, this Agreement will control for all aspects of FNB Online Services provided. Your request to transfer funds from your line of credit means that you agree to an amendment to your note that FNB Online Services will be an additional access device to your line of credit, along with the issued checks.

In this agreement, the words "we", "us", "our" or "Bank" means First National Bank of Pennsylvania. When we use the words "you" or "your", we mean each person who has an interest in an account or other relationship with us which is accessible through our FNB Online Services and/or any person authorized to have such access to your business accounts. Our FNB Online Services ("Services") means the information provided to you and transactions originated by you through the Internet, including our Web site - [www.fnb-online.com](http://www.fnb-online.com). Defined terms that are capitalized shall have the same meaning throughout this Agreement.

### 2. ELIGIBLE ACCOUNTS

The following accounts are eligible for FNB Online Services: checking accounts; money market accounts; lines of credit; savings accounts; loans; retirement accounts and certificates of deposit (collectively "Eligible Accounts").

### 3. DESCRIPTION OF FNB ONLINE SERVICES

**Account Information:** If you are an owner or authorized signer on an Eligible Account and you requested access to these account(s) through FNB Online Services, then you may view transactions and obtain account history for your Eligible Account(s) on our Web site. Account summaries, interim statements and images of canceled checks are available online the day after items are posted to your account(s).

### FNB Online Transfers ("Transfers"):

You may transfer funds from your line of credit and checking, savings, and money market accounts to any of your Eligible Accounts at the Bank. You may also transfer funds from your checking or savings account to make a payment on your loan at the Bank, but you may not use a line of credit to make a loan payment. The number of Transfers you may make from your checking account(s) or line(s) of credit is unlimited. Federal law limits the number of Transfers you may make per month to six (6) transfers for each of your savings and money market accounts. You cannot make Transfers from your certificates of deposit, and retirement accounts may only receive Transfers from another Eligible Account.

The total amount of Transfers from an Eligible Account cannot exceed

the Eligible Account's available balance. Any Transfer request in excess of the Eligible Account's available balance will not be processed. If you have provided your consent to the Bank's OverdraftHonor and a Transfer, along with other account activity processed in the same business day, results in an overdraft or non-sufficient funds fee ("NSF"), you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our services fee brochure. If you frequently overdraw your account due to Transfers, we reserve the right to terminate your usage of this service.

We will process Transfer requests on the Business Day received if we receive your request by 8 p.m. Eastern Standard Time or if applicable, Daylight Savings Time. A Business Day is Monday through Friday and does not include Saturdays, Sundays or legal holidays. All Transfer requests received Saturdays, Sundays, legal holidays and after 8 p.m. Eastern Standard Time on a Business Day will be processed during the next Business Day. You may delete or change a Transfer request, which you made earlier in the same Business Day, until 8 p.m. Eastern Standard Time. You must call the Bank's customer service at (724) 983-4125 or 1-800-555-5455 the next Business Day if you want to change or reverse a Transfer request after 8 p.m. Eastern Standard Time. A fee may be assessed for changing or reversing a Transfer after it is processed.

To ensure timely credit for a loan payment, you should schedule a transfer from your checking or savings account at least one Business Day before the loan payment due date.

Lines of credit and checking, savings and money market accounts that require two or more signatures to make withdrawals, transfers or transactions are not eligible for Transfers.

#### FNB Online Bill Payment ("Bill Payment"):

You must complete a short application form to obtain Bill Payment services. You must also designate one checking account to be used for this service; it may be either a personal or business checking account ("Designated Account"). The Designated Account cannot require two authorized signatures for transactions, since accounts with this type of restriction are ineligible for Bill Payment services. You authorize us to automatically deduct all applicable charges and fees from your Designated Account. If you close this Designated Account, your Bill Payment services will terminate and any unprocessed Bill Payment transactions will be canceled. The applicable charges and fees are stated in the fee schedule previously provided to you, which can also be found on our Web site.

You may use Bill Payment to make current, future and Recurring Payments from your Designated Account to merchants, businesses or individuals in the United States. A Recurring Payment is a regularly scheduled payment which changes little in dollar amount, such as your mortgage, rent or insurance payment. Internet payments to governmental units or agencies are not permitted; this includes, but is not limited to, court ordered payments, alimony, child support, taxes, fines and penalties. The number of Bill Payments you may make per day or per month is unlimited. The amount of a payment to an individual cannot exceed \$9,999.00 and these payments must have an established payment date within the next ninety (90) days unless it is scheduled as a Recurring Payment. Recurring Payments may be scheduled in weekly, semi monthly or monthly intervals. Scheduled payments may be added, edited or deleted until 2 p.m. Eastern Standard Time on the Business Day the payment is to be processed. Funds are usually debited from your Designated Account the same day as the scheduled payment date. To ensure payments are received by the payee on time, you must schedule the payment at least five (5) Business Days in advance of the payment due date listed on the account statement or billing notice.

By entering and transmitting a Bill Payment instruction, you authorize us or our agent to reduce the balance in your Designated Account accordingly. If you have not consented to OverdraftHonor or provided for another form of overdraft protection and there are insufficient funds in your Designated Account to make an authorized payment, we may refuse to pay the scheduled payment. If you have consented to OverdraftHonor, we may either refuse to pay the scheduled payment or we will make the payment and overdraw your Designated Account. You are responsible for any NSF fees or overdraft charges that the Bank may impose for making this payment if you have consented to OverdraftHonor. The applicable fees and charges are stated in the fee schedule

previously provided to you, which can also be found on our Web site.

You must cancel, change or place a stop payment order on a previously authorized Bill Payment transaction prior to 2 p.m. Eastern Standard Time on the Business Day the payment is scheduled to be processed.

#### E-statements:

If you have signed up for E-statements, your statements will be posted online for your review and we will send you notice via email that your statement has been posted. You agree to maintain and provide us a valid email address for our use to provide notices and will immediately inform us if you are unable to open and read any electronic communication or information, including your account statement and notices. In the event that you fail to provide us with a valid email address or fail to provide us with notice of a change in your email address, you are responsible for reviewing your account statement online. We will post your statement each month on a certain date. You will need to access your online account to verify which date your statement will post each month. By opening an account you acknowledge that your account statement is available to you online and that it is your responsibility to review this account statement monthly regardless of whether or not you receive notice that your account statement has posted.

#### Stop Payment Orders:

Stop payment orders can be placed online for physical checks from your check register. Stop payment orders for electronic transactions through FNB Online cannot be completed. You must call customer service at 1-800-555-5455 for stop payments on any type of electronic payments, debit card transactions, check by phone, ACH and other similar transactions. Stop payment orders must be placed by 8:00 P.M. Eastern Standard Time to be effective the same day. Stop payment orders are effective for six (6) months after the date the order is processed and will automatically expire after that period unless renewed in writing. A \$37.00 stop payment fee will be deducted from your account.

## **4. PREREQUISITES TO OBTAINING SERVICES**

#### Account:

You must have established a deposit account relationship with us.

#### Equipment:

You must have either a personal computer ("PC") or a laptop and Internet connection. A monitor resolution of 800x600 or greater is recommended.

#### Software:

You must have authorized use of a current version of an Internet browser capable of 128-bit encryption as follows:

#### **Windows Vista and Windows XP**

- Microsoft Internet Explorer 7.0 or higher
- Firefox 3.0 or higher

#### **Mac OS X 10.3 or higher**

- Firefox 3.0 or higher
- Safari 2.0 or higher

\*Note: Beta versions of browsers or Operating Systems are not supported.

## **5. ACCESS ID AND PASSWORD**

To enroll in the Services you must select an Access ID and a password. An Access ID is an alphanumeric code of your choice used to access FNB Online Services. We recommend that you do not use the same Access ID that you use for other Bank products. For security purposes, your Access ID should not be your deposit account number or your name. We recommend that you select a password that is meaningful only to you and does not contain any of your personal identification information, such as your date of birth or social security number.

## **6. MULTIPLE ACCOUNT ACCESS**

Each account owner of a jointly held account or each authorized signer on an account will be issued a personalized Access ID and password upon completing a FNB Online Services application. If you cannot access an account that you are an owner of or a signer on, please contact customer service at 724-983-4125 or 1-800-555-5455 for assistance.

Each authorized signer on an account, approved for FNB Online access will be issued separate Access IDs and passwords for security reasons, which will allow us to identify the party who originated Transfers and Bill Payments.

## **7. USING FNB ONLINE SERVICES AND SHARING ACCESS WITH OTHERS**

When you use our Services you agree to the terms and conditions we have set out in this Agreement and any instructional material that is provided to you in regard to the Services. Our Services may be accessed through the use of passwords and other means which we agree properly establish your identity. We may also require you to use certain software or hardware equipment in order for us to provide electronic communications to you in a manner which is acceptable to us.

You acknowledge that use of this Access Code and password is the agreed security procedure to access the Services through any PC or laptop. You agree to keep these Access IDs and passwords confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. Your Access ID and account numbers are your private information and you should not share this information with anyone else. If you share this information with others, you will be fully liable for any and all transactions initiated by these individuals to the same degree as if you had conducted the transactions yourself. If you disclose your Access IDs and passwords and/or account numbers to others, or authorize others to access your accounts through an Access ID issued directly to them and later want to prevent such person(s) from gaining access to your account information or conducting transactions with your accounts, you must close your accounts and open new ones. If you close your account(s) and open a new account(s), you are responsible for paying all associated costs, ordering new checks and notifying parties of the new account numbers for preauthorized payments and automatic deposits.

## **8. E-MAIL**

You may contact us by clicking on the "Contact Us" button on our Web site. You may also contact us by e-mail at [PAcustomerservice@fnb-corp.com](mailto:PAcustomerservice@fnb-corp.com) about inquiries, maintenance issues and/or problem resolution. E-mail is not a secure method of communication over the Internet and we recommend that you do not send confidential information, such as account numbers, social security numbers or passwords in an e-mail message to us.

## **9. INTERRUPTIONS IN SERVICES**

We, or our Bill Payment provider, may on a regular basis perform maintenance on equipment and/or systems which may result in interruptions to the Services or errors in the Services. We will attempt to provide prior notice of such interruptions and changes, but we cannot guarantee that such notice will be provided. We are not liable for any losses, damages, or claims you may have from an interruption in or change to the Services regardless of whether or not you received a notice.

## **10. HARM TO YOUR COMPUTER SYSTEM AND/OR DATA**

You agree that we are not liable for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our Web site or other Web sites we offer as links. You further agree that we are not liable for any damages which these viruses may cause to any of your hardware components, software programs or data files. You acknowledge and understand that it is the responsibility of the owner and/or operator of a PC or laptop to utilize precautions, such as an anti-virus software program, to protect themselves and their computer systems from harmful components and viruses. This software should be maintained in its most current version by downloading any updates the anti-virus software vendor makes available on the Internet from time to time.

## **11. DISCLAIMER OF LIABILITY**

In no event will we, or our officers, directors, employees or agents be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use the Services or for any loss of any data, even if we are informed of the possibility of such damages. WE MAKE NO WARRANTY TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

## **12. SECURITY**

In order to maintain secure communications and reduce fraud, you agree to protect the security of your account numbers, Access IDs and passwords. To ensure the best protection for your transactions, you must confirm that you are using the current version of your Internet browser and that its encryption methods are adequate. You agree that any and all information which you download from FNB Online becomes your property and it is your responsibility to safeguard and protect this information from others.

We reserve the right to block access to the Services to maintain or restore security to our Web site and systems, or if we reasonably believe your Access IDs have been or may be obtained or are being used or may be used by an unauthorized person(s).

## **13. OWNERSHIP OF MATERIALS**

The content and information on our Web site is copyrighted by the Bank and any unauthorized reproduction or distribution of any portion of the Web site content is prohibited. We will pursue copyright violations to the fullest extent possible under the law.

## **14. SEVERABILITY**

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that jurisdiction or any other jurisdiction.

## **15. AREA OF SERVICE**

The Services described in this Agreement and any other services available from our Web site are available to current Bank customers who have an Eligible Account. If you are a current customer with an Eligible Account, you may access these Services anywhere in the world if Internet service is available.

## **16. ARBITRATION OF DISPUTES**

Any disputes, claims or controversies arising out of or related to the Eligible Account(s), this Agreement, or breach of this Agreement is subject to and controlled by the arbitration provision located in your deposit account agreement, which was provided to you when you opened your account.

## **17. NO SIGNATURE REQUIRED**

When any Bill Payment or other service generates items to be charged to your account, you agree that we may debit your Designated Account or the account(s) on which the item is drawn without requiring your signature on the item and without prior notice to you.

## **18. AGREEMENT AMENDMENTS**

We may amend this Agreement, including changes to fees and/or service charges, by notifying you at least thirty (30) days before the effective date of the amendment, unless the amendment is otherwise required by law or applicable regulation, in which case we will not send you notice of an amendment. Your continued use of the Services is your consent to the amendment(s). Depositors and customers with overdraft protection line of credit agree to pay the associated usage or monthly fees for these services.

## **19. WAIVER**

We may waive any term or provision of this Agreement at any time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

## **20. ASSIGNMENT**

We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party.

## **21. TERMINATION**

Either party may terminate this Agreement and any Service provided hereunder at any time upon ten (10) business days prior written notice of termination to the other party. If you terminate Bill Payment services, you authorize us to continue making Transfers, Bill Payments or any other transactions you previously authorized until we have a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will not make any further Bill Payments from your Designated Account. We reserve the right to terminate or to discontinue support of any software or equipment without written notice.

## 22. GOVERNING LAW

These terms and conditions of this Agreement shall be governed by, interpreted under and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any state conflict of law provisions. Your existing account relationships shall be governed by and construed in accordance with the laws of the State in which the Bank's branch office is located where you initially established your account(s). This Agreement shall also be governed by applicable Federal law.

## 23. ENTIRE AGREEMENT

This Agreement is the entire agreement between you and the Bank for FNB Online Services and it supersedes any marketing or other similar material pertaining to the Services delivered to you in writing, verbally or obtained at our website.

## PART C/FEDERAL RULES APPLICABLE TO ELECTRONIC FUNDS

### 1. TRANSFER, INCLUDING FNB ONLINE BILL PAYMENTS

These rules are applicable only to consumer deposit accounts, which are accounts used for personal, family or household purposes, in connection with FNB Online Services.

### 2. CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS

In an effort to minimize your loss, you must contact a customer service representative immediately if your Access ID and/or password are lost, stolen, or misplaced, or if an unauthorized transfer appears on your statement. You can reach a customer service representative by calling (724)983-4125 or 1-800-555-5455 between 8 a.m. and 8 p.m. Eastern Standard Time Monday through Friday, or 8 a.m. to 5 p.m. on Saturdays, except any legal holiday. You may also write to us at Customer Service Center, Electronic Banking Department, 4140 E. State Street, Hermitage, PA 16148. If someone initiates FNB Online account transactions without your permission, the maximum you can lose is \$50.00 if you notify us within two (2) Business Days after learning that your Access ID and/or password was lost, stolen or that an unauthorized account access has occurred by viewing your FNB Online history log. If you do not notify us within two (2) business days and we can show that we could have prevented someone from using your account, then the maximum you can lose is \$500.00.

If your deposit account statement(s) and/or line of credit billing statement show any Transfers or Bill Payments that you did not make or authorize, you must notify us at once. You can notify us in any of the following ways: by calling (724) 983-4125 or 1-800-555-5455; by bringing your statement(s) with you to a branch office; or by writing to us at the address shown on your statement. If you do not notify us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason, such as a hospital stay or an extended trip, kept you from reviewing your statements and notifying us of the unauthorized use, we may extend these time periods.

### 3. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Call us at 724-983-4125 or 1-800-555-5455, or write to us at the address shown on your statement immediately if you think an amount, date, etc. on your statement is wrong or if you need more information about Transfer listed on your deposit account statement or FNB Online access history data. We must hear from you no later than sixty (60) calendar days after we sent you the FIRST statement on which the problem or error appeared.

You must do the following to report an error:

- 1.) Tell us your name and account number;
- 2.) Describe the error or 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; and
- 3.) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will usually complete our investigation within 10 business days after you contact us and we will correct any error(s) promptly. However, if we need more time to investigate

the transaction or obtain documentation, we may take up to forty-five (45) days (90 days for transfers initiated outside of the United States) to investigate your complaint or question. If we need this additional time to determine if an error has occurred, we will credit your deposit account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. In the event we determine no error has occurred your account will be debited for the amount.

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 choose not to credit your account for the amount you have questioned during our investigation period.

If we determine an error did occur, we will notify you that your account has been credited and the amount of such credit, or that the provisional credit provided to you during our investigation was made final. If we determine that there was no error, we will send you a written explanation of our conclusion within three (3) business days after we finish our investigation. You may request copies of the documents that we used in our investigation.

### 4. TYPES OF TRANSFERS AND TRANSFER LIMITATIONS

FNB Online Transfers. Permitted FNB Online activities include transferring funds between your checking and savings accounts held at our Bank, transferring a line of credit advance into your checking or savings account, and transfers from deposit accounts for payments on your personal loan, line of credit or mortgage loan with our Bank. You are limited by Federal law to no more than six (6) transfers per month from your savings or money market accounts. An Access ID and password are required to complete account transfers or payments.

FNB Online Bill Payment. You must complete the FNB Online Bill Payment Option application and authorization form to request access to Bill Payment services through your PC or laptop. Although no special software is required, for security reasons, there are minimum standards for an acceptable web browser as set forth in Section A(4) of this Agreement. Your transactions are also protected with the use of an Access ID and password. Permitted Bill Payments from your Designated Account include payments to any merchant, business or individual in the United States. Payments to any governmental unit or agency are not permitted at this time. The number of Bill Payments you may make per day or per month is unlimited, but they must have an established payment date within the next ninety (90) days unless established as a Recurring Payment. You may arrange for Recurring Payments to be made in weekly, semimonthly and monthly intervals and up to one year in advance.

### 5. CHARGES FOR FNB ONLINE TRANSFERS AND BILL PAYMENTS

Applicable fees for Bill Payment are listed in our Service Fees brochure. For other account fees, please refer to our service fees Brochure, which can be found on our Web site.

### 6. YOUR RIGHT TO DOCUMENTATION OF BILL PAYMENTS AND TRANSFERS

Periodic Statements. You will receive monthly checking account statement and line of credit billing statements. If your savings account shows any electronic fund transfer activity (such as but not limited to ATM and point-of-sale transactions) during a month, you will also receive a monthly statement for your savings account, rather than the regularly scheduled quarterly statement. These statements will show all Transfers and Bill Payments from your account during the statement period, including the transfer or payment date, amount and to whom the Bill Payment was made (the "payee").

Terminal Receipt. You may use your PC or laptop's printer to print a copy of your Transfer or Bill Payment requests.

### 7. RIGHT TO STOP PAYMENT OF PREAUTHORIZED BILL PAYMENT TRANSFERS

Payments to Others. If you have arranged in advance to make Bill Payments from your designated checking account, you may stop the payment of these Bill Payments yourself or with our assistance. You may edit, change or delete Bill Payments scheduled to occur Monday through Friday up until 8 p.m. Eastern Standard Time the day before the scheduled payment date.

If you wish to stop payment on a scheduled Bill Payment you previously authorized, but it is too late for you to cancel it yourself on the Internet, you must call us at **724-983-4125** or **1-800-555-5455**. You must confirm in writing your verbal stop payment order within fourteen (14) days of your verbal order, otherwise your verbal stop payment order will expire after fourteen (14) days. We may charge you a fee, as stated in our FNB Online application form and in our services fee brochure, for each stop payment order you request for Bill Payments.

Transfers Among Your Accounts at Our Bank. If you have arranged for a Transfer from your deposit account to pay your loan account(s) with our Bank, or if transfer funds from one of your deposit accounts to another deposit account at our Bank, and you wish to stop or change a Transfer request, you may make such changes on FNB Online until 8 p.m. of the scheduled day of transfer/payment. If you wish to delete or change a Transfer after that time, you must call **724-983-4125** or **1-800-555-5455**. We may ask you to complete a written notice of your request to stop a Transfer for our records. A fee may be charged for changes to Transfers after the transaction has been processed.

## **8. OUR LIABILITY FOR FAILING TO MAKE A STOP PAYMENT OR TO MAKE A BILL PAYMENT OR TRANSFER**

Our Liability for Failure to Stop Payment of Bill Payments. If you order us to stop a payment you have authorized through FNB Online (includes a single-payment transaction, as well as any prescheduled/regularly reoccurring Bill Payments you have established) prior to 8 p.m. Eastern Standard Time the night before the scheduled payment date, and we or our processing agent do not do so, we and/or our processing agent will be liable to you for your actual, proven losses or damages. The deadline hour and the number of days listed above is the prior notice you must give us to effect an FNB Online stop payment order. We will give you at least 21 days prior notice before implementing a change which extends the number of days needed to effect a stop payment order.

Our Liability for Failure to Make Bill Payments. If we do not complete a Bill Payment request on time or in the correct amount according to your instructions received via FNB Online at [www.fnb-online.com](http://www.fnb-online.com), we will be liable for your actual, proven losses or damages. However, there are some exceptions. We will NOT be liable in the following instances:

- If, through no fault of ours, you do not have enough money in your account to make the Bill Payment ;
- If the Bill Payment would go over the credit limit on your line of credit used for overdraft protection;
- If circumstances beyond our control, such as an act of God, fire or other catastrophe, or by an electronic or computer failure prevents the transaction, despite the reasonable precautions that we have taken;
- If the funds in your account are subject to legal process or other encumbrances restricting use of the funds for such transfers;
- When your authorization has been revoked by operation of law or would exceed security limitations;
- When your Access ID and/or password is reported lost or stolen and you are attempting to use this Access ID, or we have reason to believe that the Bill Payment requested is unauthorized.
- You have provided incomplete or inaccurate information regarding the payment recipient;
- If the merchant or other financial institution fails to accept the Bill Payment you requested.

## **9. PRIVACY AND USE OF YOUR INFORMATION**

We will disclose information to third parties about your account or the transfers you make: where it is necessary for completing a transfer, 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 a governmental agency or a court order, or if you give us written permission. You can review our Privacy Policy which is posted on our Web site. Your registration and other information that is transferred to a third party in connection with your use of FNB Online Services is subject to the privacy policy of such third parties.

## **WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES:**

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account and are also incorporated into our OverdraftHonor™ program.
2. We also offer overdraft protection plans, such as a line of credit or link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans. This notice explains our standard overdraft practices.

### ***What are the standard overdraft practices that come with my account?***

We do authorize and pay overdrafts for the following types of transactions:

- Checks and ACH transactions made using your checking account number
- Automatic bill payments

We **will not** authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

### ***What fees will I be charged if First National Bank pays my overdraft?***

Under our standard overdraft practices:

- We will charge you a fee of up to \$37 each time we pay an overdraft.
- Also, if your account is overdrawn for 3 or more consecutive business days, we will charge an additional \$12 every third business day that your account is overdrawn.
- There is no limit on the total fees we can charge you for overdrawing your account.

### ***What if I want First National Bank to authorize and pay overdrafts on ATM and everyday debit card transactions?***

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 800-555-5455, stop by your local branch office, or go to our website at [www.fnb-online.com](http://www.fnb-online.com) and click on the banner ad called Overdraft Options to submit an online form.

\*If you have previously authorized BankAnnapolis to pay overdrafts on ATM and everyday debit card transactions, your authorization will remain in effect with First National Bank.



**FIRST NATIONAL BANK  
DISCRETIONARY OVERDRAFTHONOR™ POLICY**

It is the policy of First National Bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Deposit Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and First National Bank with regard to your checking account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, between any provision of this Discretionary OverdraftHonor™ Policy and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from your First National Bank officer. The bank may pay items presented against an account in any order. This may affect the number of NSF items. You can find the bank's current policy in its Deposit Account Agreement or by contacting us at any time. Presently, we pay all items in a high to low order.

OverdraftHonor™ is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to your OverdraftHonor™ limit and the amount of the overdraft fee. First National Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by First National Bank of an overdraft check (or items, such as ATM withdrawals and debit card purchases) does not obligate First National Bank to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to First National Bank's commitment to always provide you with the best level of service, now and in the future, if your checking account has been open for at least ninety (90) days, and thereafter you maintain your account in good standing, which includes at least:

- A) Making regular deposits consistent with past practices
- B) Not being in default on any loan or other obligation to First National Bank and
- C) Not being subject to any legal or administrative order or levy

First National Bank will have the discretion to pay overdrafts within the OverdraftHonor™ limits, but payment by First National Bank is a discretionary courtesy and not a right of the customer or an obligation of First National Bank. This privilege for consumer checking accounts will generally be limited to a maximum of \$800.00 overdraft (negative) balance. This privilege for commercial accounts will generally be limited to a maximum of \$1,000.00 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees and overdrawn account fees (as set forth in our fee schedules and deposit account agreement and disclosure), will be included as part of this maximum amount.

The total of the discretionary OverdraftHonor™ (negative) balance, including any and all fees and charges, including all non-sufficient funds/ overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Agreement and Disclosure with a maximum repayment period of 30 days.

Again, while First National Bank will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the customer or an obligation of First National Bank and First National Bank in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

If you feel that OverdraftHonor™ is not for you, there are other options that may help to cover overdrafts, such as lines of credit and transfers between accounts. We would be happy to discuss these alternatives with you in an effort to meet your financial needs.

# FIRST NATIONAL BANK OF PENNSYLVANIA

## ATM/DEBIT CARD AGREEMENT

This ATM/Debit Card Agreement (Agreement) applies to all transactions resulting from the use of your ATM/Debit Card through an automated teller machine (ATM), a Point-of-Sale (POS) terminal or any other use of the Card(s), whether electronic or not. In this Agreement the words "you" and "your" mean all account owners who sign as Card applicants and/or any of their authorized user(s). The words "we", "us", "our", and "the Bank" mean First National Bank of Pennsylvania. The word "Card" refers to either a Star® ATM or VISA® Debit Card.

### ACCEPTANCE and AUTHORIZATION

You accept this Agreement by signing an application requesting a Card, accepting or keeping your Card, or by using the Card yourself or allowing someone else to use it (activating the Card). In consideration of these EFT (electronic funds transfer) services made available to you and any other person using EFT services in conjunction with your deposit and line of credit account(s) (who, by such use, agree to be bound hereby as though such users were you) you jointly and individually agree to the terms and conditions described in this Agreement.

You authorize us to pay from your deposit account(s) (or line of credit account if cash advances or overdraft protection is needed and authorized) the total amount of any transaction originated by proper use of the Card. You also agree that the use of the Card(s) described in this Agreement shall be subject to the rules, regulations and fees governing each deposit account which is accessed by such Card and the line of credit account(s) terms previously disclosed, including but not limited to the Bank's right of offset.

### AUTHORIZED ACCOUNT ACTIVITIES/TRANSFERS

You promise to use your Card to make only the types of transfers and to obtain access to the account(s) you have requested in advance and we have approved. If through some error, your Card allows you to withdraw funds from an account that you should not be allowed to use, we may charge the amounts involved in the transaction to an account you are approved to use.

### YOU ALSO AGREE THAT IF YOU GIVE YOUR CARD (AND PIN) TO SOMEONE ELSE TO USE, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE CARD BY THEM.

You further agree to NOT use your card for any illegal purposes, transactions or purchases. This includes, but is not limited to: purchase of lottery tickets using the Internet if you reside in a state where lotteries are not legal; payment for other forms of illegal wagering, betting or gambling; or, the purchase of illegal drugs. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship.

### PERSONAL IDENTIFICATION NUMBER (PIN)

The 4-digit numerical PIN issued to you is for security purposes. The PIN represents your signature(s) authorizing transactions made using your Card(s), identifies the bearer of the Card(s), and serves to validate and authenticate the directions given to complete the Card transactions.

### YOU ARE RESPONSIBLE FOR SAFEKEEPING YOUR PIN. YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS SO NO ONE ELSE LEARNS YOUR PIN AND YOU AGREE NOT TO DISCLOSE OR OTHERWISE MAKE YOUR PIN AVAILABLE TO ANYONE NOT AUTHORIZED TO SIGN ON YOUR DEPOSIT AND/OR LOAN ACCOUNT(S).

Your PIN should NOT be written on the Card or anywhere it is available to others for use by lawful and/or unlawful means.

### TRANSACTIONS AVAILABLE

Your Card and PIN can give you access to your checking, savings, money market and line of credit accounts. You may select in advance the account(s) you wish to have access to through your Card(s) and PIN. We must approve the account(s) that you choose.

Only your checking account may be accessed at POS terminals with the VISA® Debit Card. The primary account (either checking or savings) may be accessed at POS terminals with the Star® ATM Card.

There are federal rules limiting the number of transfers each month or statement cycle from your savings and money market accounts. These rules are outlined in the Deposit Account Agreement provided to you earlier.

A. ATM Transactions. Transactions at ATM terminals require the use of your Card and PIN. You may use your Card at our Bank's ATM terminals, or at any ATM located throughout the United States and in certain foreign countries which bears the Star® logo or the logo of any network identified on your Card. The amount of transfers and withdrawals is limited to a total of \$500 per day, provided you have sufficient funds in your account(s). You may make the following types of ATM transactions.

- Withdraw cash from your checking, regular savings and money market account(s) and obtain a cash advance on your line of credit account(s);
- Transfer funds between your checking, regular savings and money market accounts and from your line of credit account(s) to your checking account(s);
- Obtain balance information on your checking, savings and line of credit accounts; balance information may not reflect pending or outstanding items. Cardholder should take care to keep an accurate register.
- Deposit funds to your checking, savings and/or money market accounts provided the ATM (if not owned by the bank) participates in a shared deposit program.
- Make loan payments (at ATMs owned and operated by us) by enclosing your check or cash in a deposit/payment envelope along with the payment coupon or billing statement which is normally accepted at any of our offices.

B. Point-of-Sale Transactions using your Card and PIN—Star®. You may use your Star® ATM Card and/or VISA® Debit Card, along with your PIN, at any retail establishment (Merchant) who maintains a Star® POS terminal or a shared network terminal displaying the Star® logo to complete the following types of transactions, up to \$2,500 per day:

- Purchase goods and/or services;
- Obtain cash, in addition to your purchase, if this is permitted by the Merchant.

C. Point-of-Sale Transactions without a PIN—VISA®. You may use your VISA® Debit Card, for the following transactions:

- Purchase goods and/or services, up to \$2,500 per day, from Merchants who accept the VISA® debit card;
- Obtain cash advances, up to \$500 per day, from any financial institution which accepts the VISA® debit card.

D. Star® Bill Payment Service. Star® Bill Payment Service allows Star® cardholders to pay their monthly recurring bills in a card-not-present, electronic format. Star® requires that participating billers display the Star® logo and ensure cardholders have the choice in directing their payments. Transactions initiated as Star® Bill Payment do not process through the VISA® network therefore, should you choose to use Star® when making a transaction without a PIN with your VISA® check/debit card information, certain protections and rights applicable only to VISA® check/debit card transactions may not apply to transactions processed on the Star® network.

Point-of-Sale Transactions are limited to \$2,500 per day - in total, whether or not a PIN was required for each transaction.

You understand and agree that by using your Card at a Merchant's POS terminal, you are directing and authorizing us to withdraw funds from your deposit account and are ordering us to make payment to the Merchant for the amount of the purchase transaction and/or cash you authorized by using your Card and PIN, when required. The full amount of your POS Purchases or Cash Advances will be deducted from your deposit account.

Use of the Card for a POS Purchase or Cash Advance is regarded as a withdrawal from and/or a demand on your deposit account at the time your Card is used, even if the transaction is not posted immediately to your deposit account. After your Card transaction (purchases or cash advances) is authorized, there may be a hold placed on your deposit account. For POS transactions which do not require a PIN, the merchant may choose the hold amount, or in some instances, such as gasoline purchase, the bank has a predetermined hold amount that is applied to the customer's account. This hold will be released when documentation matching the authorized transaction amount has cleared through us or three (3) days after the transaction date (hold period), whichever occurs first. If the hold period ends on a day other than a banking day, the hold will be released the next banking day. Your account will be debited for the amount of the transaction upon receipt and processing of the supporting documentation. You agree to release us from liability based upon failure to authorize subsequent Card transfers and/or failure to pay other items drawn on your account(s) because the processing of a previously authorized Card transaction may not be complete.

#### **DEPOSITS/WITHDRAWALS AT ATMs**

If you make a deposit at a Star® ATM before 3:00 p.m. on a business day (Monday - Friday, except federal holidays), we will consider that day to be the day of your deposit. However, if you make a deposit at a Star® ATM after 3:00 p.m., or on a day we are not open, we will consider the deposit to be made on the next business day we are open. Funds from any deposits (cash or checks) made at ATMs we own or operate will be made available according to our Funds Availability Policy, displayed in our lobbies and included in the Deposit Account Agreement provided to you earlier.

If you use your Card and PIN to withdraw money from an account or to transfer money from one account to another before 3:00 p.m., it will be posted to your account on the same business day and be reflected on our records as of the following business day.

If there is any difference between the amount you write or indicate on any deposit slip or payment stub made at our ATM and the amount we find in the deposit or payment envelope, you agree that the amount we find in the envelope is the correct amount.

You agree that we have the right to verify deposit(s) made at ATMs before we make the money available to you, or confirm funds are available to honor checks deposited in an ATM for loan payment(s) before the amount is applied to your loan account(s). If you deliver cash, checks or other items to us through an ATM, you understand and acknowledge that funds from that deposit may not be available for immediate withdrawal and that the availability of your deposit shall depend on our rules and regulations regarding the particular account in which you have made the deposit and the items that were deposited. You also understand and acknowledge that not all ATMs may accept deposits or payments. You may NOT deposit any foreign currency.

#### **RELATED FEES**

Fees for using ATMs not owned by the Bank, card replacement, and stop payment requests are listed in our Fees Brochure. To avoid ATM transaction fees, be sure to look for First National Bank's name and logo (flag with handshake) to be posted on the ATM. If you use your Card at an ATM which we do not own, the ATM owner/ operator may also assess a transaction fee. Federal regulations require the ATM owner to inform you of their fee amount and to permit you to cancel the transaction prior to their fee being imposed.

#### **FOREIGN CURRENCY CHARGES**

If you incur a charge in a foreign currency, the charge will be converted by VISA® International into a United States dollar amount using the procedures in the VISA® Operating Regulations in effect at the time the transaction is processed. As of April 2005, this is either a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA® itself receives or the government-mandated rate in effect for the applicable central processing date, plus or minus any adjustment determined by the Issuer. In addition, VISA®'s International Service Assessment fee of up to 1% of the transaction amount on all international transactions will be collected.

#### **OVERDRAFTS**

If you use your Card at an ATM or POS terminal to overdraw your account: a) we will first attempt to access any other deposit account you have designated for transfers to cover overdrafts; b) secondly we will attempt to access your line of credit account with our bank which you designated for use as overdraft protection; c) if funds are not available from these sources, we may elect to pay the overdraft under our OverdraftHonor program provided you have "opted in" to this service. You agree to pay our standard overdraft and service fees and shall deposit sufficient funds into your deposit account to cover the overdraft. We may charge the amount of the overdraft and overdraft fee to any account you have with us, subject to applicable law. If you have arranged for overdraft protection through a line of credit with our Bank, you agree not to exceed the maximum amount available to you. If we have to take steps to collect anything you owe us as a result of an overdraft, you will pay reasonable collection costs, such as attorney fees and any costs in connection with an appeal when applicable, subject to any legal limitation.

#### **AVAILABILITY AND OPERATION OF TERMINALS**

Although terminals should generally be reliable, they may not operate properly at all times. We, therefore, cannot promise you that they will always be available for your use. To use your Card at an ATM or POS, follow the instructions posted on the terminal or displayed on the terminal screen. Never attempt to make a transfer when the terminal tells you, or other circumstances give you reason to believe, that the terminal is closed, or is not operating properly or does not allow you to make the transfer you desire. Be sure to keep the receipt provided by the terminal at the end of your transaction. We will not be liable for damages resulting from the unavailability or failure of terminals to operate, except as required by federal law.

#### **CARD LIMITATIONS FOR SECURITY REASONS**

There is a limit to the number of times you may use your Card each business day. You will be denied use of your Card if you: a) exceed the daily withdrawal and/or purchase limits; b) do not have sufficient funds available in your account to complete the transaction; c) do not enter the correct PIN (where required); or d) exceed the usage frequency limit. The receipt provided by the terminal will notify you of the reason access was denied.

For security purposes, there is a limit on the number of denied access attempts. Exceed this limit and the ATM may keep your Card.

#### **SECURITY AT ATM OR POS FACILITIES**

You agree that we are not responsible for providing security guards or other security measures at any ATM or POS terminal owned by us or others. We are however, providing for your information a list of safety precautions regarding the use of ATMs. Please read the following safety tips:

- Be aware of your surrounding, particularly at night.
- Consider having someone accompany you when the automated teller machine is used after dark.
- It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.
- Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your Card and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.
- Report all crimes to law enforcement officials immediately.

## **OWNERSHIP AND TERMINATION OF CARD**

Your privileges to use this Card may be canceled by us at anytime and the Card may not be used by you or any other authorized user thereafter. Any card not used in any 12 month consecutive period will be considered by the Bank to be surrendered and will be canceled without additional notification. The Card shall remain the property of the Bank and will be surrendered upon demand or upon the closing of your account with us. Your Card may not be used after we cancel it or if your Card has expired. You, or any other party to your account, may terminate this Agreement and cancel your Card by notifying us in person or by writing to us at the address listed on your statement. Termination of this Agreement will not effect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. Your Card is non-transferable.

## **DEFAULT**

You will be in default of this Agreement if: (a) you fail to adhere to any of the terms or conditions outlined in this Agreement; (b) bankruptcy proceeding are started by or against you or you become insolvent; (c) you die or become legally incompetent; or (d) you do not pay us any amount you owe us on time. If any of the above happens, we can require that the entire balance you owe us through the use of your Card be paid at once, without prior notice or demand. We also can, without prior notice, take the balance owed to us from any available deposit account you have with us.

## **AMENDMENTS OF THIS AGREEMENT**

You agree that from time to time we may amend or change the terms of this Agreement, including but not limited to amendments or changes to add further Card services, to amend or change the charges for these services, or to make changes to the Card's transaction limitations. We will notify you of such amendments or changes as outlined below. Your use of the Card after the effective date of any such changes and/or amendments shall constitute your acceptance of and agreement to such changes and/or amendments.

## **NOTICES**

All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at the address listed on your statement. We reserve the right to change the terms and conditions upon which these EFT services are offered. We will mail notices to you at least twenty-one (21) days before the effective date of any changes, as required by law. Use of these services are subject to existing federal and state regulations governing your account and any future changes to those regulations.

## **ACCOUNT RULES AND REGULATIONS**

Except as changed by this Agreement, all transfers made by use of your Card and PIN are subject to the terms and conditions contained in the signature card(s) and the applicable customer agreement(s) for your deposit account(s) as outlined in our Deposit Account Agreement booklet, and if applicable, line of credit contract(s). This Agreement is made as part of that (those) customer agreement(s).

## **GENERAL**

This Agreement shall be governed by the laws of the state in which the Card is issued without regard to the state's choice of law provision and except to the extent federal law is applicable. Any omission or delay by us in exercising our rights under this Agreement shall not constitute a waiver of those rights. If any part of this Agreement is unenforceable, it will not make any other part unenforceable.

## **FEDERAL ELECTRONIC FUNDS TRANSFER RULES**

These rules are applicable only to consumer deposit accounts used for personal, family or household purposes. For your convenience, we have also included the federal rules relating to your line of credit account when an ATM or Debit Card is used for access purposes.

## **CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS**

You are responsible for telling us AT ONCE if you believe your VISA® Debit Card, STAR® ATM card, or PIN for either of these cards has been lost or stolen, or if money is missing from your account, or if you believe that an electronic fund transfer has been made without your permission using

information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your deposit account(s) (plus your maximum overdraft line of credit amount) if you take no action to notify us. The fastest way to notify us of a lost or stolen VISA® Debit Card, STAR® ATM card, or PINs for these cards is by calling STAR® Access Services toll free at 1-800-523-4175 (24 hours a day, seven days a week).

If you tell us within two (2) business days after you learn of the loss or theft of your VISA® Debit Card, STAR® ATM card or related PIN, you can lose a maximum of \$50.00 if someone uses your VISA® Debit Card, STAR® ATM Card and PIN without your permission. If you do NOT tell us within two (2) business days (8 a.m. - 5 p.m. Monday - Friday, except legal holidays) after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Your liability for fraudulent VISA® point of sale transactions that take place on the VISA® system (no PIN used) is Zero dollars (\$0.00).

Also, if your statement shows any electronic transfer that you did not make, or authorize, tell us AT ONCE by calling 1-800-555-5455, or by bringing your statement with you to a branch office, or by writing to us at the address shown on your statement. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone us at 1-800-555-5455 or write to us on a separate piece of paper other than your deposit statement or line of credit billing notice, at the address shown on your statement or billing notice as soon as you can, if you think your statement or receipt is wrong or if you need more information about POS or ATM transactions listed on your deposit account statement, terminal receipt, or line of credit statement and payment notice. We must hear from you no later than sixty (60) calendar days after we sent you the FIRST statement on which the problem or error appeared.

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

## **Deposit Accounts**

If you tell us orally, we require that you send us your complaint or question in writing within ten (10) business days. We will generally complete our investigation within 10 business days after we hear from you and will correct any error(s) promptly. However, if we need more time to investigate the transaction or obtain documentation, we may take up to forty-five (45) days (90 days for POS transactions, for transfers initiated outside of the United States or if your account is new-less than 30 days old) to investigate your complaint or question. If we need this additional time to determine if an error has occurred, we will provisionally credit your deposit account within ten (10) business days (20 days if your account is new-less than 30 days old) 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 ten (10) business days, we may choose not to credit your account for the amount in question during our investigation period. We will tell you the results within 3 business days after completing our investigation. If we decide 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.

## **Line of Credit Accounts**

For investigations of suspected errors on your line of credit statement regarding transfers for overdraft protection in connection with your deposit account, we will follow the rules listed above for deposit account error resolution. For investigations of suspected errors on your line of credit

statement regarding ATM transfers, we must within thirty (30) days provide you a written acknowledgment that we received your letter, unless we have already corrected the error. Within ninety (90) days, we must either correct the error or explain why we believe your bill was correct.

After we receive your letter, we cannot try to collect or report you as delinquent for any amount you question. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charge related to any questioned amount. If we didn't make a mistake, you will have to make up any missed payments on the questioned amount and pay any related finance charges. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still dispute the amount and refuse to pay, we must tell anyone we report your account standing to, that you have a question about your bill. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

## **YOUR RIGHT TO TRANSACTION DOCUMENTATION**

### **Periodic Statements**

You will receive monthly checking account and line of credit billing statements. If your savings account shows any ATM or POS transactions during a month, you will also receive a monthly statement for your savings account, rather than regularly scheduled quarterly statements. These statements will show all ATM and POS activity for your account during the statement period, along with a description of the transaction type and location. Additionally, any purchases made by phone or Internet, where you provided your VISA® Debit Card number for payment, will appear on your statement.

### **Terminal Receipt**

You will have the option at the ATM to receive a terminal receipt at the time you make any transaction. You will receive a terminal receipt at the time you make any transaction at a POS terminal. For Purchases and Cash Advances without a PIN, you will receive a receipt from the merchant or financial institution for each transaction.

## **BANK'S LIABILITY FOR FAILURE TO MAKE A TRANSFER**

Our liability for Failure to Make Transfers. If we do not complete a preauthorized transfer on time or in the correct amount according to our agreement with you, we will be liable for your actual, proven 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 line of credit account, whether or not for overdraft protection or as a cash advance on the line of credit.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as an act of God, fire or other catastrophe), or by an electronic or computer failure which prevents the transaction, despite reasonable precautions that we have taken.
- If the funds in your account are subject to legal process or other encumbrances restricting use of the funds for such transfers.
- When your authorization has been revoked by operation of law or would exceed security limitations.
- When your Card has been reported as lost or stolen and you are using the reported Card or we have reason to believe that the transaction requested is unauthorized
- If incomplete or inaccurate information has been forwarded by the originator.
- If the merchant or other financial institution fails to accept the Card.

## **ACCOUNT INFORMATION DISCLOSURE TO THIRD PARTIES**

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

- Where it is necessary for completing the transaction.
- To verify the existence and standing of your account with us, or to confirm that sufficient funds are available to cover specific transactions, upon the request from a third party, such as a credit bureau or merchant.
- To comply with court orders or government administrative agencies' summons, subpoenas, orders of examinations and escheat reports.
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.
- If you give us your written permission.

Also, please refer to our Privacy Policy statement.

# FIRST NATIONAL BANK OF PENNSYLVANIA

## BUSINESS CHECK CARD AGREEMENT

This document contains the terms and conditions for using First National Bank's Business Check Card. It also explains your company's liability in using this service. Therefore, you should read this document carefully and retain a copy for your records. All other terms and conditions of your account remain in effect.

### Definitions

The words "you" and "your" mean the business checking account customer for which a Business Check Card is requested and issued. The word "Cardholder" refers to any person authorized by you to use your First National Bank Business Check Card, including your business owners, officers, employees and agents. The words "me", "our", "us" or "bank" mean First National Bank. The term "transaction" includes any Card usage — whether at an ATM or POS (point of sale) terminal or if the transaction is conducted in person, via internet, or by telephone.

### General Provisions

To obtain a Business Check Card, an application must be completed and signed by a person authorized by your corporate resolution to have signature authority over your account. An authorized signature on the Card Application indicates you are agreeing to be bound by these terms and conditions. You must maintain a business checking account with us in order to apply for and maintain a Business Check Card. You agree to update the Bank in writing whenever there is a change of signatories for your business checking account.

When you, or a Cardholder, use your Business Check Card, you are giving us the right to obtain payment from your designated account for any transactions and any related fees. You agree to maintain sufficient collected funds in your designated account to cover such transactions. If there are not sufficient funds in your account, we may charge a fee for each transaction that we are unable to process. Overdraft(s) resulting from Business Check Card usage may result in cancellation of your Card(s) and your account(s). The Bank reserves the right to use any account funds you have on deposit with us for payment of your Business Check Card transactions, but is not required to do so.

### Security Measures

We have established the following as security measures in order to protect you. You acknowledge and agree that these security measures are reasonable and are designed, in part, to satisfy your business needs. You acknowledge you are liable for the payment of Card transactions authorized, permitted or processed by you or any Cardholder.

- We will mail Cards only to your business address.
- Cards will be issued with both your business and the Cardholder's name embossed on the Card.
- You will require each Cardholder to sign the back of the Card as soon as you deliver the Card.
- Once we issue the Card you cannot and will not transfer it to a non-Cardholder.
- You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card, cut in half, to us.
- You agree to provide written instructions to all Cardholders about the importance of securing their Card to avoid your liability for unauthorized use.
- You will determine the appropriate ATM and POS limitation to place on each Cardholder.

### Applicable Law

The Terms & Conditions for your First National Bank Business Check Card will be governed by the laws of the state in which your account is established, except with respect to that state's conflicts of law principles, as well as federal laws and regulations. Normal banking customs and practices also apply. If any term or provision within this TERMS and

CONDITIONS document becomes legally unenforceable, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this document becomes unenforceable, it will not make any other part unenforceable.

### Business Purpose Usage Restrictions

You and all your Cardholders agree that your Cards are to be used only by business owners, employees, and agents, and only for business purpose transactions. You acknowledge and understand the Card may not be used for personal or consumer purposes, thus transactions will not be covered under the consumer protection provisions of certain state and federal laws. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes.

### Prohibited Use

Cardholders agree to NOT use their Card for any illegal purposes, transactions, or purchases. This includes, but is not limited to: purchase of lottery tickets using the internet if you reside in a state where lotteries are not legal; payments for other forms of illegal wagering, betting or gambling; or, the purchase of illegal drugs.

### Termination, Amendments and Notices

We may terminate the usage of any or all your Business Check Card(s) at any time. You may terminate any or all Business Check Cards issued to you by providing a written notice to us. Termination of Card privileges will become effective no later than two (2) business days after we receive your written request. We may make amendments to this TERMS and CONDITIONS document in the same manner as provided for in the Deposit Account Agreement governing your account. Use of your Card after receipt of notice of amendment constitutes your acceptance of the change. Any notice mailed to you under the Business Check Card TERMS and CONDITIONS will be mailed to the business address we have listed in our files. You agree to promptly notify us of any change to your business mailing address.

### TYPES OF TRANSACTIONS

Each Cardholder may complete the following types of transactions at ATM locations using their Card, unless you have restricted the Cardholder's ATM usage:

- Make cash withdrawals\*
  - Make deposits
  - Conduct checking account balance inquiries
  - Make transfers among your business' checking accounts, if applicable
  - Obtain cash advances from Financial Institutions\*
- \*Cash withdrawals and cash advances are limited to an aggregate total of \$500 per Card, per day.

You may use your Card to complete the following POS (point of sale) transactions:

- Purchase goods and services in person from merchants. Some merchants may permit cash-back transactions. For merchants who accept VISA, transactions may require a signature.
- Purchase goods and services via the internet or telephone by providing your Card number and expiration date. As added security, some phone merchants now require the three digit code located on the back of the Card.

### Documentation of Transactions

You agree to instruct your Cardholders to request receipts from ATMs and from merchants for each transaction. Most internet merchants allow you to print a purchase confirmation, which serves as your receipt. You will need to keep a log of telephone transactions conducted by your Cardholders. We will send you monthly account statements which will include a record of all Card transactions made during the statement cycle. You should promptly compare your Business Check Card receipts to your account statements for accuracy. You must report any discrepancies to us within 60 days of statement receipt, or you will lose your rights to claim errors or fraud.

## Foreign Currency Charges

If you incur a charge in a foreign currency, the charge will be converted by VISA International into a United States dollar amount using the procedures in the VISA Operating Regulations in effect at the time the transaction is processed. As of April 2005, this is either a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date, plus or minus any adjustment determined by the Issuer. In addition, an International Service Assessment fee of 1 % of the transaction amount on all international transactions will be collected. This fee is assessed by Visa.

## Fees

Please refer to our separate Fee Schedule for additional information regarding Business Check Card and other related fees.

## LIMITATIONS OF OUR LIABILITY

We will not be liable if:

- You do not have sufficient collected funds in your account to complete the transaction.
- An ATM does not have sufficient cash.
- A terminal or system is not working properly.
- Circumstances beyond our control (such as fire or flood) prevent the transfer.
- A merchant refuses to accept your Card.
- An ATM rejects your Card.
- You incur any consequential or incidental damages resulting from any unauthorized use of your Card.

There may be other limits to our liability.

## ACCOUNT OWNER'S LIABILITY

**Additional Risks:** You are fully responsible for all transactions processed by or permitted by anyone who is a Cardholder. As stated earlier, you will not have the benefits of any consumer protection laws when using your Card. You understand your liability for the unauthorized use of Business Check Cards could be greater than similar liability for a consumer check card transaction. We may increase the limit if, based on substantial evidence we reasonably determine that you were negligent in the handling of the card or account. Nevertheless, you agree to accept any additional risks which may result.

An unauthorized transaction does not include either or both of the following:

- Any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account.
- Any transaction by a cardholder that exceeds the authority given by the Visa Business Check Card account owner.

## Your Liability for Unauthorized Transfers

You are liable for Card transactions you did not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure, unless otherwise required by law.

In order to secure your personally identifiable information, you are responsible for telling us AT ONCE if you believe any of your issued Business Check Cards or PINs for these cards has been lost or stolen, or if money is missing from your account. Telephoning us is the best way to keep your possible losses to a minimum. Call 1-800-523-4175, at any time, to report lost or stolen cards.

To further secure your information, if your Card is lost, stolen or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions may continue for up to 2 business days after we receive such written notice. If you do not notify us within 60 days from when your account statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in your statement as correct, and you will be precluded from asserting otherwise. If you provide us with timely notice of a problem or an error in your statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances. In evaluating your claim, we will consider whether negligence on your part has contributed to the transaction in question.

You acknowledge and agree that the security procedure listed above is commercially reasonable.

## IMPORTANT INFORMATION REGARDING ATM OR POS FACILITIES

You agree that we are not responsible for providing security guards or other security measures at any ATM or POS terminal owned by us or others. We are, however, providing for your information a list of safety precautions regarding the use of ATMs.

Please read the following safety tips.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the automated teller machine is used after dark.
- It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.
- Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your Card and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.
- Report all crimes to law enforcement officials immediately.

## IMPORTANT INFORMATION ABOUT BUSINESS CHECK CARDS

- Exercise extreme caution when authorizing additional Cards for officers, employees or agents. By providing a Card to these individuals, you are granting them access to your business checking account by way of cash withdrawals and VISA purchasing power. You are liable for all Card transactions, authorized or unauthorized.
- Terms & Conditions document indicates that you will provide written instructions to all Cardholders about the importance of protecting their Card, requesting receipts for each transaction, and that their use of the Card is limited to business purpose transactions only. It would be advisable to set guidelines for each Cardholder regarding how and when they may use their Card, and to request that Cardholders promptly deliver all receipts to you for entry in your ledger. As owner of the account, you are responsible for examining your receipts and comparing them to your monthly account statements.
- You may request separate limits for each Card. Limits may be individually set for ATM cash withdrawals and POS purchases. Our standard limits are \$500 per day for cash withdrawals and \$2,500 for purchases. You may want to choose lower balances for some Cardholders and higher balances for your officers and owners. POS authorization can be permitted while restricting ATM access. Indicate the dollar limits you want each Cardholder to have on your Business Check Card application.



First National Bank

# PERSONAL ACCOUNT FEE SCHEDULE

Effective August 1, 2012

## ATM or Debit Card

Non-FNB ATM (per transaction).....	\$2.50
Card Replacement (per card).....	\$10.00
Card Expediting Fee .....	\$50.00

## Bill Pay

Enrollment Fee.....	Free
Monthly Maintenance Fee .....	Free
Overdraft (per item).....	\$37.00
Stop Payment Fee .....	\$37.00
Same Day Payment.....	\$9.95
Overnight Payment .....	\$14.95
Person to Person Payment (Popmoney) .....	\$0.50 per transaction
Account to Account (Internal/External) .....	\$0.50 per transaction

## Checks

Money Orders.....	\$5.00
Official Checks (payable to third party).....	\$10.00
Collection Items (any amount).....	\$20.00 + Incremental \$75 Foreign
Counter Check/Deposit Ticket (each).....	\$1.00
Currency (non-customer, per \$100).....	\$0.10
Dormant Account Fee/per month.....	\$10.00
Imposed after 24 months of inactivity	
Dual Signature Requirement (monthly fee) .....	\$10.00
Escheat Fee.....	\$50.00

## Fax

Incoming (per page).....	\$1.00
Outgoing (per page).....	\$1.00

## Night Deposit Service Fees

Annual Fee .....	\$20.00
Night Deposit Disposable Bags.....	Varies
Night Deposit Lock Bag.....	\$35.00
Additional Key .....	\$8.00
Additional Keys outlined in night depository agreement.	

## Foreign Currency

Foreign Currency Exchange Fee	
Greater than \$250 in US Value.....	Free
Less than \$250 in US Value.....	\$10.00
Foreign Travelers Checks.....	1% or \$1.00/\$100 US
Plus \$10 if less than \$250 in US Value	
Foreign Draft.....	\$25/draft
Plus \$10 if less than \$250 in US Value	
Priority Overnight Delivery.....	\$10 Mail Order Fee
If less than \$1,500 in US Value	

## FirstRate Money Market and Private Banking

### Select Money Market Accounts\*\*

Maintain an average daily balance of \$5,000 to avoid the monthly maintenance fee of.....	\$10.00
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A fee of \$15.00 per transfer in excess of six (6) will be assessed. Due to Regulation D, activity is limited to no more than 6 automatic or electronic transfer withdrawals per month. The customer can make unlimited deposits and withdrawals at the ATM.

\*\*Only 6 transfers (3 by draft) are permitted by law. If more than 6 in one month, a penalty of \$15.00 per transfer will be assessed.

## Safe Deposit Box

Rental.....	Varies
Drilling .....	\$175.00
Inventory.....	\$25.00
Lost Key Replacement.....	\$25.00
Late Payment .....	\$5.00

## Wire Transfers

Incoming (Domestic and International) .....	\$17.00
Outgoing (Depositors Only)	
Domestic.....	\$25.00
International.....	\$50.00

## Miscellaneous

Account Activity Printout Fee .....	\$5.00
Account Closed within 180 Days of Opening .....	\$50.00
Account Reconciliation/Research .....	\$25.00 per hour \$15.00 minimum
Balance Inquiry .....	\$2.00
Bond Coupon Processing (per envelope) .....	\$20.00
Canadian/Foreign Check (per item).....	\$6.00
CD Rom Statement (per CD/per month).....	\$30.00
Check Printing.....	Varies
Garnishment Fee .....	\$175.00
Hold Mail Fee (per month).....	\$10.00
IRA Transfer to Another Institution (each).....	\$50.00
Levies Fee.....	\$200.00
Non-Customer Check Cashing Fee .....	\$10.00
Notary Fee.....	\$2.00
Original Check Sorting (per item) .....	\$0.05/\$5.00 minimum
Overdraft (per item).....	\$37.00
Overdrawn Account Fee .....	A \$12 fee will be charged every 3 business days that your account is overdrawn. This fee will start on the third business day your account is overdrawn and will be in addition to any overdraft fee that you may have incurred.
Overdraft Protection Transfer (per transfer) .....	\$10.00
Photocopies (per page).....	\$0.50
Photocopies of a Paid Check.....	\$25.00 per hour \$15.00 minimum
Returned Coupon (per coupon) .....	\$25.00
Returned Deposited or Cashed Item.....	\$12.00
Rolled Coin (non-customer, per roll) .....	\$0.08
Medallion Signature Guarantee .....	\$10.00
Special Statement Request (each) .....	\$10.00
Stop Payment Order (per item, including official checks).....	\$37.00
Telephone Transfers .....	Free
Companion Card .....	\$2.95
Visa Gift Card .....	\$3.95
Visa Travel Card .....	\$8.95





First National Bank

# BUSINESS ACCOUNT FEE SCHEDULE

Effective March 1, 2013

## PRODUCT INFORMATION

### Treasury Management and Merchant Services

Quoted directly depending on the level of service(s) desired. Contact a Treasury Management Representative for a price quote.

### Free Small Business Checking

Deposit Tickets, Deposited, Paid or Electronic Items..... \$0.30  
Per item in excess of 150  
Negative Collected Balance Charge ..... Prime Rate + 5%

### Compak Business Checking

Deposit Tickets, Deposited, Paid or Electronic Items..... \$0.30  
Per item in excess of 400  
Maintain a min. daily balance of \$1,500 or an avg. daily balance of \$5,000 to avoid the monthly account maintenance fee ..... \$20.00  
Negative Collected Balance Charge ..... Prime Rate + 5%

### Business Banking Sweep

Deposit Tickets, Deposited, Paid or Electronic Items..... \$0.30  
Per item in excess of 400  
Maintain a min. daily balance of \$1,500 or an avg. daily balance of \$5,000 to avoid the monthly account maintenance fee ..... \$20.00  
This account transfers funds over \$15,000 to invest on a nightly basis. If the checking account drops below a collected balance of \$15,000, funds will flow from the investment account back into the checking account.

### Business Analysis Checking

Deposit and Electronic Items ..... \$0.16  
Deposit Tickets (per ticket) ..... \$0.45  
Paid Checks (per item) ..... \$0.22  
Monthly Maintenance Fee ..... \$20.00  
FDIC Charge and Earnings Credit Rate. Consult your Personal Banker.

### Business Interest Checking

Deposit and Electronic Items ..... \$0.16  
Deposit Tickets (per ticket) ..... \$0.45  
Paid Checks (per item) ..... \$0.22  
Maintain a min. daily balance of \$2,000 or an avg. daily balance of \$4,000 to avoid the monthly account maintenance fee ..... \$20.00  
Negative Collected Balance Charge ..... Prime + 5%

### Estate Management Account

Negative Collected Balance Charge ..... Prime + 5%

### Estate Management Account with Interest

Maintain a min. daily balance of \$50,000 to avoid the monthly account maintenance fee ..... \$25.00  
Negative Collected Balance Charge ..... Prime + 5%

### Non-Profit Checking

The customer must provide a tax-free TIN or maintain a \$100 min. daily balance to avoid the monthly account maintenance fee..... \$5.00  
Negative Collected Balance Charge ..... Prime + 5%

### Non-Profit Interest Checking

Deposit Tickets, Deposited, Paid or Electronic Items..... \$0.30  
Per item in excess of 400  
Maintain a min. daily balance of \$100,000 to avoid the monthly account maintenance fee ..... \$5.00

### Preferred Interest Checking

A monthly maintenance fee is not assessed for this account. This account is only available to School Districts and Government Entities, such as Municipalities, Boroughs, and Townships. Certain restrictions apply. Refer to your Personal Banker for account information.

### Business FirstRate and Public Funds Money Market Accounts\*\*

Maintain an avg. daily balance of \$5,000 to avoid the monthly maintenance fee of ..... \$10.00  
A fee of \$15.00 per transfer in excess of six (6) will be assessed. Due to Regulation D, activity is limited to no more than 6 automatic or electronic transfer withdrawals per month. The customer can make unlimited deposits and withdrawals at the ATM.

\*\*Only 6 transfers (3 by draft) are permitted by law. If more than 6 in one month, a penalty of \$10.00 per transfer will be assessed.

\*NOTE: An \$8.00 fee will be charged every business day that your checking account is overdrawn. This fee will start on the second business day your account is overdrawn and will be in addition to any overdraft fee that you may have incurred.

## FEE INFORMATION

### ATM or Debit Card

Card Replacement (per card)..... \$10.00  
Non-FNB ATM (per transaction)..... \$2.50

### Bill Pay

Enrollment Fee..... Free  
Monthly Maintenance Fee..... Free

### Check Select

CD Rom Statement (per CD/per month)..... \$30.00

### Checks

Money Orders..... \$5.00  
Official Checks (payable to third party)..... \$10.00



First National Bank

# BUSINESS ACCOUNT FEE SCHEDULE

Effective March 1, 2013

## Night Deposit Service Fees

Annual Fee .....	\$20.00
Night Deposit Disposable Bags.....	Varies
Night Deposit Lock Bag.....	\$35.00
Additional Key .....	\$8.00

Additional Keys outlined in night depository agreement.

## Miscellaneous

Account Activity Printout Fee .....	\$5.00
Account Closed within 180 Days of Opening .....	\$50.00
Account Reconciliation / Research \$25.00 per hour / \$15.00 minimum	
Balance Inquiry .....	\$2.00
Bond Coupon Processing (per envelope) .....	\$20.00
Canadian / Foreign Check (per item).....	\$6.00
Check Printing.....	Varies
Collection Items (any amount).....	\$20 + Incremental / \$75 Foreign
Dormant Account Fee (per month).....	\$10.00
Imposed after 24 months of inactivity	
Escheat Fee .....	\$50.00
Dual Signature Requirement (monthly fee) .....	\$10.00
Garnishment Fee .....	\$175.00
Hold Mail Fee (per month).....	\$10.00
Incoming Fax (per page) .....	\$1.00
IRA Transfer to Another Institution (each).....	\$50.00
Levies Fee.....	\$200.00
Medallion Signature Guarantee.....	\$10.00
Non-Customer Check Cashing Fee .....	\$10.00

Notary Fee.....	\$2.00
Original Check Sorting (per item) .....	\$0.05 / \$5.00 minimum
Outgoing Fax (per page) .....	\$2.00
Overdraft (per item).....	\$37.00
Overdraft Protection Transfer (per transfer) .....	\$10.00
Overdraft Account Fee.....	*See Note Below
Photocopies (per page).....	\$0.50
Photocopies of a Paid Check.....	\$25.00 per hour / \$15.00 minimum
Returned Deposited or Cashed Item.....	\$12.00
Rolled Coin (non-customer, per roll) .....	\$0.08
Special Statement Request (each) .....	\$10.00
Stop Payment Order (per item, including official checks).....	\$37.00
Telephone Transfers Fee.....	Free
Companion Card .....	\$3.95
Visa Gift Card .....	\$3.95
Visa Travel Card .....	\$8.95
Writ Fee .....	\$175.00
Zipper Bag.....	\$5.00

## Wire Transfers

Incoming (Domestic and International) .....	\$17.00
Outgoing (Depositors Only)	
Domestic.....	\$25.00
International.....	\$50.00

\*NOTE: An \$8.00 fee will be charged every business day that your checking account is overdrawn. This fee will start on the second business day your account is overdrawn and will be in addition to any overdraft fee that you may have incurred.



First National Bank

**FIRST NATIONAL BANK OF PENNSYLVANIA  
FDIC INSURANCE**

**February 2013**

**ABOUT FDIC INSURANCE**

- Your deposits will continue to be FDIC insured.
- The standard insurance amount is \$250,000 per depositor for each ownership category.
- If you have deposit accounts at both BankAnnapolis and First National Bank on April 6, 2013 these accounts will be separately insured by the FDIC for six months beginning April 6, 2013.
- CDs that mature before April 6, 2013 and are renewed for the same term and amount (which may include accrued interest) will continue to be insured separately until the next maturity date. CDs that mature after April 6, 2013 will be separately insured until the maturity date.
- After your separate insurance coverage ends, the balances in all your accounts at First National Bank will be added together to determine your maximum insurance coverage.
- By federal law, as of January 1, 2013, funds in a noninterest-bearing transaction account (including IOLTA/IOLA) no longer receive unlimited deposit insurance coverage, but are FDIC-insured to the legal maximum of \$250,000 for each ownership category.
- For more information on deposit insurance coverage, visit our website at [FNB-online.com](http://FNB-online.com). For more information on federal deposit insurance, visit [www.fdic.gov](http://www.fdic.gov).

\*The term “non-interest bearing transaction account” includes a traditional checking account or demand deposit account on which the insured depository institution pays no interest. It does not include other accounts, such as traditional checking or demand deposit accounts that may earn interest, NOW accounts, money market deposit accounts, and Interest on Lawyers Trust Accounts (IOLTAs).



First National Bank

[www.fnb-online.com](http://www.fnb-online.com)

1-800-555-5455