

# Electronic Records Disclosures & Agreement

AGREEMENT 1 OF 3 - ONLINE & MOBILE BANKING  
ENROLLMENT

THIS ELECTRONIC DISCLOSURE AND CONSENT IS NOT APPLICABLE TO  
ENROLLEES AT AN FNB LOCATION.

## ELECTRONIC RECORDS DISCLOSURE & AGREEMENT

### (A) YOUR CONSENT IS REQUIRED

Enrolling in either Online Banking or Mobile Banking will automatically enroll you in the other service. By enrolling in Online and Mobile Banking you affirmatively consent to receiving the legal disclosures, agreements and instructions relating to your account(s) enrolled in Online and Mobile Banking via electronic means for the purpose of this enrollment only. If you additionally choose to enroll in our Online Statement service, then your consent will be required for the electronic delivery of your account statements and notices as further outlined in the "Consumer Agreement for Online Services," Section 2 – "Online Services" attached below, which you will provide separately upon enrolling in the Online Statement service. You must consent to receiving these related legal disclosures, agreements and instructions electronically before we can provide them to you in an electronic format. Your consent will only apply to the legal disclosures, agreements and instructions that are related to your enrollment in Online and Mobile Banking. You will not be consenting to receiving other electronic records and disclosures at this time.

### (B) WITHDRAWAL OF CONSENT

You have the right to withdraw your consent to receive the delivery of electronic statements if you have previously enrolled in the Online Statement service. You may withdraw your consent to the delivery of electronic statements and notices by contacting our Customer Contact Center at 1-800-555-5455. If you cancel your Online Statement service, there may be fees associated with the delivery of your paper statements and notices.

### (C) PAPER COPIES AND UPDATING INFORMATION

You may request a paper copy of your related legal disclosures, agreements and instructions by contacting our Customer Contact Center at 1-800-555-5455. We will not charge you any fees for providing you with a paper copy of the disclosures, agreements or instructions. If you are enrolled in the Online Statement service and would like to receive a paper copy of a statement, please contact our Customer Contact Center. We may charge you a fee to provide copies of your statement in paper format. Please refer to the Consumer and/or Business Fee Schedule or contact our Customer Contact Center for more information. You may also update your email address by contacting the Customer Contact Center or by accessing the "Preferences" page within Online Banking.

### (D) SYSTEM REQUIREMENTS TO ACCESS ELECTRONIC DOCUMENTS

To receive an electronic copy of your related legal disclosures, agreements, instructions or statements, you must have the following:

- A personal computer or other access device which is capable of accessing the Internet.
- A modern web browser capable of accessing our website and the ability of viewing a portable document format or "PDF."
- While other browsers may work, we recommend using the most current stable version of Chrome, Safari, Firefox or Microsoft Edge.

- One of the following operating system and device combinations is required for viewing documents on a mobile device:

| Platform  | Operating System              |
|---|-------------------------------|
| iOS (iPhones, iPod Touch)   | Requires iOS 14.0 or later    |
| iPadOS (iPads)  | Requires iPadOS 14.0 or later |
| Android (Android Phones or Tablets)   | Requires Android 9.0 and up   |
| Note: Beta versions of Operating Systems are not supported. Use of unsupported Operating Systems is at your own risk. |                               |

By continuing the enrollment process in Online and Mobile Banking, you acknowledge that you meet one of the above required combinations for computers or for mobile devices in order to access this information.

#### (E) SYSTEM REQUIREMENTS TO RETAIN ELECTRONIC DOCUMENTS

To retain an electronic copy of your related legal disclosures, agreements, instructions or statements, you must have one of the following:

- A. The ability to download copies of these documents to a hard disk drive or other storage media, or
- B. The ability to print these documents.

By continuing the enrollment process in Online and Mobile Banking, you acknowledge that you meet the requirements listed above to retain this information.

#### (F) AFFIRMATIVE CONSENT

By continuing this enrollment process, you affirmatively consent to our Electronic Records Disclosure & Agreement. Specifically, you consent to receiving the legal disclosures, agreements and instructions for your enrollment in Online and Mobile Banking electronically and acknowledge that you meet the requirements listed above to access and retain this information.

**END – ELECTRONIC RECORDS DISCLOSURE & AGREEMENT**

# Electronic Fund Transfer Act Disclosures

## AGREEMENT 2 OF 3 - ONLINE & MOBILE BANKING ENROLLMENT

FOR ENROLLEES AT AN FNB LOCATION, YOU WILL BE PROVIDED A COPY  
OF THESE ELECTRONIC FUND TRANSFER ACT DISCLOSURES IN WRITING AT  
ENROLLMENT.

## FEDERAL RULES APPLICABLE TO ELECTRONIC FUNDS TRANSFERS

These rules are applicable only to consumer deposit accounts, which are accounts used for personal, family or household purposes, in connection with Online Services as defined in the "Consumer Agreement for Online Services," Section 1 – "General Terms & Definitions" attached below. All capitalized terms located in these Electronic Fund Transfer Act Disclosures that are not expressly defined are defined in the Consumer Agreement for Online Services, Agreement 3 of 3 below.

### (A) CONSUMER LIABILITY

#### 1. NOTIFICATION TIMING

You must inform us immediately if you believe your Access Device, User ID or Password for Online Services has been lost, stolen, misplaced, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Calling us via telephone is the best way to limit your potential losses.

#### 2. YOUR MAXIMUM LIABILITY FOR UNAUTHORIZED TRANSFERS

Failure to notify us promptly may cause you to lose all of the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, User ID or Password for Online Services, you can lose no more than \$50 if someone used your Access Device, User ID or Password for Online Services without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, User ID or Password for Online Services, and we can prove we could have stopped someone from using your ATM card, Debit Card, User ID or Password for Online Services without your permission if you had told us, you could lose as much as \$500.

Also, if your account statement shows transfers that you did not make, including those made by ATM card, Debit Card or via our Online Services or via other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. In our sole determination, if we determine that extenuating circumstances exist that would prevent you from reviewing your periodic statements and notifying us accordingly of unauthorized use, we shall extend the time period allowed for providing such notice to us. Examples of extenuating circumstances include extended travel or hospitalization.

### (B) METHODS OF NOTIFICATION OF UNAUTHORIZED TRANSFERS OR LOST SECURITY CREDENTIALS

If you believe your Access Device, User ID or Password for Online Services has been lost or stolen, or if you notice unauthorized transfers on your statement or within your online history for your Online Services you may notify us in any of the following ways:

- A. Via Telephone – You can reach a representative of our Customer Contact Center by calling 724-983-4125 or 1-800-555-5455 from 8:00 AM – 9:00 PM Eastern Time Monday through Friday and 8:00 AM – 5:00 PM on Saturday and Sunday except for any Federal Reserve holiday.

- B. Via Secure Messaging – You can notify us by sending us a secure message from within Online Banking.
- C. Via Secure Chat – You can notify us by logging into Online or Mobile Banking to chat with us.
- D. In Person – You may notify us in person at a branch.
- E. In Writing – You can write to us at the address shown on your statement or:  
First National Bank of Pennsylvania  
Customer Contact Center  
3014 East State St.  
Hermitage, PA 16148

## (C) YOUR PRIVACY & INFORMATION SHARING

### 1. PRIVACY & USE OF YOUR INFORMATION

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you perform through our Online Services ONLY in the following situations:

- A. Where it is necessary for completing transactions or delivering Online Services;
- B. Where it is necessary for activating additional services;
- C. In order to verify the existence and condition of your account to a third party, such as a credit bureau, merchant or Payee;
- D. To a consumer reporting agency for research purposes only;
- E. In order to comply with a governmental agency or court orders;
- F. To protect the personal safety of subscribers to our Online Services or the public;
- G. To defend claims; and
- H. As otherwise authorized by you.

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. You may review our Privacy Policy by visiting the “Privacy Policy” link on our FNB-Online.com website or on our Online Banking Website. Please note that any information that is transferred to a third party in connection with your use of our Online Services is subject to that party’s privacy policy.

You acknowledge that in connection with your use of the Mobile Deposit service, FNB, its affiliates and Service Providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another the names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Deposit service or software (collectively “User Information”). FNB, its affiliates and Service Providers will maintain reasonable safeguards to protect the User Information from unauthorized disclosure or use.

FNB, its affiliates and Service Providers also reserve the right to monitor use of Mobile Deposit and associated software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter or edit any content.

## **2. CONSENT TO SHARE PERSONAL INFORMATION FOR ZELLE® AND OTHER PAYMENT SERVICES**

By accepting this agreement and further enabling or enrolling your accounts in Zelle® and Other Payment Services as outlined in the “Consumer Agreement for Online Services” Section 2(G), you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- A. As necessary to resolve a problem related to a transfer or payment between you and another User;
- B. To verify the existence of your bank account, or debit card, as applicable;
- C. To comply with government agency or court orders;
- D. To our Affiliates, as permitted by law;
- E. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- F. To comply with inquiries in connection with fraud prevention or any investigation;
- G. For our general business purposes, including without limitation data analysis and audits; or
- H. As otherwise permitted by the terms of our Privacy Policy.

## **3. PROTECTING THE PRIVACY OF OTHERS**

If you receive information about another person through the use of our Online Services, you agree to keep the information confidential and only use it in connection with the Online Service.

## **4. INFORMATION AUTHORIZATION**

Your enrollment in our Online Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in Zelle® and Other Payment Services or External Transfers Service as a Sender, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized credit bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account and other accounts with us.

You further understand and agree that we reserve the right to use personal information about you for our everyday business purposes and those of our Service Providers everyday business purposes. These everyday business purposes include but are not limited to, maintaining your ability to access our Online Services, authenticating you when you log in, sending you information about our Online Services, performing fraud screening, verifying your identity, determining your transaction limits, performing collections, to comply with applicable laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve our Online Services including the content and layout of our Online Banking Website and Mobile App.

Additionally, both FNB and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. FNB and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition, FNB and our Service Providers may use, store and disclose such information acquired in connection with our Online Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services. This information may include, but is not limited to:

- A. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- B. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with our Service Providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable Online Service by devices associated with fraudulent or abusive activity. Such information may be used by us and our Service Providers to provide similar fraud management and prevention services for Online Services or Websites not provided by us. We will not share with Service Providers any information that personally identifies the user of the applicable device.
- C. **Wireless Operator Data.** You acknowledge that we or Zelle® may use the information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of Zelle® Payment Service. By using Zelle® Payment Service, you authorize your wireless operator (AT&T, T-Mobile, US Cellular, Verizon or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to us or our Service Providers solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship. See Zelle®'s Privacy Policy at <https://www.zellepay.com/legal/website-privacy-notice> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

#### (D) YOUR RIGHT TO DOCUMENTATION OF BILL PAYMENTS & TRANSFERS

You have a right to receive receipts or other documentation when you perform an electronic funds transfer. Your ability to access this documentation is outlined by Online Service in the "Consumer Agreement for Online

Services,” Section 2 – “Online Services” attached below. For each Online Service, as applicable, the “Receipts & Transaction History” section below describes these capabilities and your agreement with us regarding your rights.

For payments made through Online Bill Paying or Internal or External Transfers made through Online or Mobile Banking, you may use your device’s printer to print a copy of your requests from within Online or Mobile Banking.

#### (E) 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.

#### (F) STOP PAYMENTS

If you have told us in advance to make regular payments out of your account, you can stop any of these payments.

##### 1. STOP PAYMENTS FOR PHYSICAL CHECKS

Stop payment orders can be placed online for physical checks from your check register. A stop payment fee will be deducted from your account.

##### 2. STOP PAYMENTS FOR ELECTRONIC TRANSACTIONS

Stop payment orders for electronic transactions through Online or Mobile Banking cannot be completed through Online or Mobile Banking. You must call our Customer Contact Center at 1-800-555-5455 for stop payments. Stop payment orders must be placed by 10:00 PM Eastern Time to be effective the same day. Stop payment orders are effective for two years and can be extended. Please refer to your deposit account agreement for more information. A stop payment fee will be deducted from your account.

##### 3. STOP PAYMENTS FOR ONLINE BILL PAYMENTS

If you have arranged in advance to make Online Bill Payments from your designated checking account, you may stop the payment of these Online Bill Payments yourself or with our assistance. You may edit, change or delete Online Bill Payments scheduled to occur Monday through Friday up until 10:00 PM Eastern Time the day before the scheduled payment date.

If you wish to stop payment on a scheduled Online Bill Payment you previously authorized, but it is too late for you to cancel it yourself on our Online Banking Website, you must call us at 724-983-4125 or 1-800-555-5455. Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. Additionally, we must be given a reasonable opportunity to act on any stop payment request after a payment has been processed. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. 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 Consumer and/or Business Fee Schedule for each stop payment order you request for Bill Payments.

#### **4. STOP PAYMENTS FOR INTERNAL TRANSFERS**

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 Online or Mobile Banking until 10:00 PM Eastern Time 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.

#### **5. STOP PAYMENTS FOR EXTERNAL TRANSFERS**

If you as a Sender desire to stop any transfer that has already been processed, you must contact customer care for the External Transfer Service pursuant to "Consumer Agreement for Online Services," Section 3 – "Communication Between FNB and You" attached below. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable Consumer and/or Business Fee Schedule.

#### **6. STOP PAYMENTS FOR ZELLE® AND OTHER PAYMENT SERVICES PAYMENTS**

Zelle® Payment Service payments can only be canceled in the limited circumstances set forth in the "Consumer Agreement for Online Services," Section 2(G)14(A) "Performing a Transaction." The following only applies to the Other Payment Services and those, Zelle® Payment Services transactions that can be cancelled in the limited circumstances set forth in Section 2(H) "Sending Payments" below. The sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing.

Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, the charge for each stop payment or fund recovery request will be the current charge as set out in our Consumer and/or Business Fee Schedule or as disclosed through the Online Banking or Mobile Banking user-interface. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

**(G) OUR LIABILITY**

**1. LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER**

With the exception of Zelle® Payment Service transactions, if you order us to stop a payment you have authorized through Online or Mobile Banking (includes a single-payment transaction, as well as any prescheduled/regularly reoccurring Bill Payments you have established) prior to 10:00 PM Eastern 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 affect an Online Banking stop payment order. We will give you at least twenty-one (21) days prior notice before implementing a change which extends the number of days needed to affect a stop payment order.

**2. OUR LIABILITY FOR COMPLETING INTERNAL TRANSFERS**

We will use reasonable efforts to make all your Internal Transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- A. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the Transfer or the Internal Transfer would exceed the credit limit of your overdraft account;
- B. The Internal Transfer service is not working properly, and you know or have been advised by us about the issue before you execute the transaction;
- C. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system downtime, or interference from an outside force) prevent the proper execution of the Internal Transfer and we have taken reasonable precautions to avoid those circumstances.

**3. OUR LIABILITY FOR COMPLETING EXTERNAL TRANSFERS**

We will use reasonable efforts to make all your External Transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- A. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the Transfer or the External Transfer would exceed the credit limit of your overdraft account;
- B. The External Transfer service is not working properly, and you know or have been advised by us about the issue before you execute the transaction;
- C. The External Transfer is refused as described in the "Consumer Agreement for Online Services," Section 2(E)18 attached below;
- D. You, as a Sender, have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or
- E. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system downtime, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the External Transfer and we have taken reasonable precautions to avoid those circumstances.

#### 4. OUR LIABILITY FOR COMPLETING ONLINE BILL PAYMENTS

If we do not complete a Bill Payment request on time or in the correct amount according to your instructions received via Online Banking at [www.fnb-online.com](http://www.fnb-online.com) or through Mobile Banking, we will be liable for your actual, proven losses or damages. However, there are some exceptions. You may make a claim by calling our Customer Contact Center. We will NOT be liable in the following instances:

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

#### 5. OUR LIABILITY FOR COMPLETING ZELLE® AND OTHER PAYMENT SERVICE PAYMENTS

We will use reasonable efforts to complete all your Zelle® Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

- A. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Zelle® Payment Instruction or the Zelle® Payment Instruction would exceed the credit limit of your linked overdraft account (if any);
- B. Zelle® and Other Payment Services, Online Banking or Mobile Banking is not functioning properly, and you know or have been advised by us about the issue before you execute the Zelle® Payment Instruction;
- C. The payment is refused as described in the "Consumer Agreement for Online Services," Section 2(H)19 attached below;

- D. You have not provided us with the correct information including, but not limited to, the correct Zelle® Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or
- E. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system downtime, interference from an outside force, issues with other financial service providers) prevent the proper execution of the Zelle® Payment Instruction.

Subject to our obligations under applicable laws and regulations, neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER FNB NOR ZELLE® OFFERS A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

#### (H) ERROR RESOLUTION NOTICE

You must notify us immediately if you think an amount, date or other transaction information on your statement is wrong or if you need more information about a Transfer listed on your deposit account statement or on your online history within any Online Service. 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. Methods you may use to contact us are outlined in “Consumer Agreement for Online Services,” Section 3 – “Communication Between FNB and You” attached below.

You must do the following to report an error:

- A. Tell us your name and account number;
- B. 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
- C. 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 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.

For errors involving new accounts, point-of-sale purchases or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

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 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.

**END – ELECTRONIC FUND TRANSFER ACT DISCLOSURES**

# Consumer Agreement for Online Services

AGREEMENT 3 OF 3 - ONLINE & MOBILE BANKING  
ENROLLMENT

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## SECTION 1 – GENERAL TERMS & DEFINITIONS

### (A) OUTLINE OF AGREEMENT AND EXPLANATION OF TERMINOLOGY

This Customer Agreement for Online Services (“Agreement”) consists of the following: the terms and conditions that apply to your account(s) and your use of our various online services (“Online Services”) in addition to the required Federal regulatory disclosures that apply to information about your account and/or account activity accessed or originated using the Internet including the disclosures in “Electronic Records Disclosure & Agreement,” attached above.

This Agreement is in addition to any other agreements between us, such as the Deposit Account Agreement, which was provided to you when you initially opened your accounts and, if applicable, the overdraft protection or line of credit agreements you may have received when you enrolled in overdraft protection. If there is a conflict between any term or condition in this Agreement and those contained in other agreements between you and us, this Agreement will supersede those other agreements for all aspects pertaining to Online Services. By using Online Services, you acknowledge that you have read and agree to this Agreement. Please read this Agreement carefully. This Agreement outlines the legally binding terms and conditions for your use of our Online Services.

Defined terms that are capitalized shall have the same meaning throughout this Agreement.

### (B) GENERAL DEFINITIONS

- A. **“Access Device”** means any device we support in order for you to access your account information or to conduct transactions using our Online Services including but not limited to your desktop computer, laptop computer, mobile phone, tablet, etc.
- B. **“Affiliates”** are companies related by common ownership or control.
- C. **“Business Day”** is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- D. **“Customer Contact Center”** is First National Bank of Pennsylvania’s Customer Service department. You may contact the Customer Contact Center at 1-800-555-5455, Monday through Friday from 8:00 AM – 9:00 PM, and Saturday and Sunday from 8:00 AM – 5:00 PM.
- E. **“Online Services”** means the products and services outlined in this agreement which allow you to access your information and conduct transactions through the Internet and includes Online Banking, Online Bill Paying, Internal Transfers, External Transfers, Person - to - Person Payments, Mobile Banking through FNB Direct and any other electronic method we introduce in the future.

- F. **“Online Services”** means the products and services outlined in this agreement which allow you to access your information and conduct transactions through the Internet and includes Online Banking, Online Bill Paying, Internal Transfers, External Transfers, Person-to-Person Payments, Mobile Banking through FNB Direct and any other electronic method we introduce in the future.
- G. **“Sender”** is a person or business entity that sends a payment instruction or transfer instruction through our Online Services.
- H. **“Service Provider”** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.
- I. **“Online Banking Website / “Website”** means the online banking website through which the Online Services are offered or accessed.
- J. **“We,” “us,” “our,” “FNB” or “Bank”** means First National Bank of Pennsylvania.
- K. **“You” or “Your”** means each person who has an interest in an account or other relationship with us that is accessible through our Online Services and/or any person authorized to have such access to your accounts.

#### (C) ACCOUNTS ELIGIBLE FOR ONLINE SERVICES

Generally speaking, the following accounts are available within Online and Mobile Banking and are eligible for Online Services unless otherwise noted: checking accounts, savings accounts, money market accounts, lines of credit, installment loans, mortgages, retirement accounts and certificates of deposit (collectively “Eligible Accounts”). We may also display to you other accounts for informational purposes that do not permit transactions through our Online Services such as credit cards and safe deposit boxes, if applicable. For more information on which accounts can be used with each individual Online Service, please see Section 2 – “Online Services” (i.e., while certificates of deposit and credit cards are available to be viewed within the Online Banking service, they are not eligible bill payment funding accounts for our Online Bill Payment service).

#### (D) PREREQUISITES TO OBTAINING SERVICES

##### 1. ELIGIBILITY FOR ZELLE® AND OTHER PAYMENT SERVICES

When you enroll to use Zelle® and Other Payment Services or when you permit others to whom you have delegated to act on your behalf to use or access Zelle® and Other Payment Services, you agree to the terms and conditions of this Agreement. You represent that you are at least 18 years of age and you have the authority to authorize debits and credits to the enrolled bank account.

##### 2. ELIGIBILITY FOR TRANSFERS BETWEEN FNB ACCOUNTS AND NON-FNB ACCOUNTS (“EXTERNAL TRANSFERS”)

- A. The External Transfer service is available only to individual residents of the United States who can form legally binding contracts under applicable law.
- B. Without limiting the foregoing, the External Transfer service is not available to minors.

#### (E) SECURITY

##### 1. SECURITY CREDENTIALS

To enroll in Online Services, you must select a User ID and a Password and establish answers to security questions in order to validate your identity (collectively “Security Credentials”). A User ID is an alphanumeric code of your choice used to access the Online Services in conjunction with your Password. Your Password coupled with your User ID is a unique code that identifies you within our Online Services. Out-of-Band Authentication (see Section (E)4 – “Enhanced Account Security Service”) and/or Security Questions and answers will be used to further verify your identity in the event you attempt to access Online Services from a computer or device which is unfamiliar to us or if you attempt a transaction which we feel warrants further identification.

When you use our Online 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 Online Services. Our Online Services may be accessed through the use of Security Credentials or other means which we agree will properly establish your identity and permissions for accessing the accounts and performing transactions. We may also require you to use certain software or hardware in order for us to positively establish your identity or to provide electronic communications to you in a manner which is acceptable to us. You acknowledge that use of your Security Credentials and any accompanying information used to establish your identity is the agreed security procedure to access the Online Services through any Access Device such as a PC, laptop or any other supported mobile device.

For your protection you agree to abide by the following recommendations when selecting Security Credentials:

- A. Do not use the same User ID that you use for accessing other FNB Online Services or those for other financial institutions.
- B. Do not include your account number or any part of your name in your User ID or Password.
- C. 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.
- D. Do not select Security Questions whose answers are easily identified through the use of social media like Facebook, LinkedIn, Twitter, etc.

## **2. SHARING SECURITY CREDENTIALS IS PROHIBITED**

Each individual requesting access to an account, including each account owner of a jointly held account or each authorized signer on an account, will select personalized Security Credentials upon completing the enrollment for Online Services. We do not permit shared access whereby one or more people use the same Security Credentials to access Online Services. By not permitting shared access, we are better able to protect your account security. Individual access enables us to identify the party who originated transactions on the account (i.e., transfers and bill payments, etc.) If access is required by a non-owner, this may be accomplished by using the User Management Feature outlined below.

You agree to keep your Security Credentials and account number(s) confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Online Services. You agree that you will not share this information with anyone else. If you share this information with others, you will be fully liable for any and all transactions and fees initiated or incurred by these individuals to the same degree as if you had conducted the transactions yourself. If you disclose your Security Credentials and/or account numbers to others or authorize others to access your accounts through Security Credentials issued directly to them

outside of the capabilities described in “3. Online Banking User Management Feature” below 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 solely responsible for paying all associated costs, ordering new checks and notifying parties of the new account numbers for preauthorized payments and automatic deposits.

If you use our CardGuard service to load your Debit Card to a mobile wallet (e.g., Apple Pay, Samsung Pay, Google Pay), you agree that we are not responsible for the security settings on your device and that if you lose or otherwise share your mobile device without appropriate security controls in place, you will be fully liable for any and all Debit Card transactions and fees performed using that mobile device to the same degree as if you had conducted the transactions yourself.

If you cannot access an account that you are an owner of or a signer on, or if you believe that your Security Credentials have been lost or stolen or that someone may attempt to use Online Services without your consent or has transferred money without your permission, you must notify us at once by calling 724-983-4125 or 1-800-555-5455 during normal business hours. Please note that the timeliness of your notice impacts your liability for unauthorized transfers. See “Electronic Fund Transfer Act Disclosures” for more information.

### 3. ONLINE BANKING USER MANAGEMENT FEATURE

If you would like to provide account access to someone other than an account owner, you may do so by using our “User Management” feature within Online Banking. With this feature, you can add or remove Online Banking access for authorized individuals (“Authorized Users”), modify their access level or view transactions performed by these Authorized Users. When you set up an Authorized User, you define which accounts they can view and whether or not they are permitted to conduct transactions on those accounts.

You must think carefully before you allow anyone to become an Authorized User. If you establish access for an Authorized User, please be advised that:

- A. The Authorized User has access to the accounts you assign via their own unique User ID and Password until you change or revoke access from within the Online Banking “Preferences” screen. This access may include access through Online Banking or other access methods which use the Online Banking Security Credentials. Authorized Users do not have access to Mobile Banking.
- B. Any account owner can use Online Banking to establish Authorized Users. Authorized Users do not have the ability to establish other Authorized Users nor view or monitor other Authorized Users. You are solely responsible for obtaining permission from other account owners (if any) in order to provide this access.
- C. If you provide the Authorized User access to view your accounts (i.e., you select “Read (With Information Reporting) Access” for a given account when enrolling the Authorized User), the Authorized User will have the same access to information about the Account as you; however, they will not be able to view Tax Forms or Credit Center information.
- D. If you provide the Authorized User with the ability to perform transactions (i.e., you select “Create Transactions Access” for a given account when enrolling the Authorized User), the Authorized User can perform any transaction within Online Banking that you can perform as an account owner with the exception of performing External Transfers, performing Zelle® and Other

Payment Services transactions, enrolling or changing document delivery options, adding new Bill Pay Payees, enrolling in Overdraft Services or enrolling in the Credit Center. If you select the "Quick Payment" option, the Authorized User is able to make Bill Payments to your existing Payee list. There is no ability for you to allow some transactions while disallowing others. Authorized Users who are granted transactional capabilities also have the ability to order/reorder checks and request stop payments.

- E. You are liable for all transactions (and related fees, if any) made by any Authorized User as if you had made them yourself.
- F. We will not monitor your Authorized User's transactions on your account(s). You are solely responsible for monitoring your Authorized User's transactions.

#### 4. ENHANCED ACCOUNT SECURITY SERVICE

Our Enhanced Account Security service works in conjunction with your User ID and Password to provide enhanced authentication to help ensure the security of your accounts. With enhanced authentication, we verify your identity using two different factors: something that only you know (User ID, Password and Security Questions) and something that only you have in your possession (the Online Banking Security Alert code).

During enrollment in Online Banking or Mobile Banking you will be asked to review and accept terms and conditions for this service. These terms and conditions for Enhanced Account Security are incorporated herein by reference and is made part of this Agreement.

#### 5. YOUR RESPONSIBILITIES FOR ENSURING YOUR ACCOUNT SECURITY

To ensure adequate protection for your transactions and personal information available within our Online Services, you agree not to access Online Services from any unsecured connection such as public Wi-Fi networks. Generally, any Internet connection that does not require a Password is unsecure.

Additionally, by accessing Online Services you confirm that you are using the current version of the software required to access our Online Services as outlined in this agreement and updated from time to time on our Online Banking Website. You agree to maintain an updated version of your supported operating system and web browser combination. For Online Services available via our mobile application, this also includes maintaining an updated mobile operating system, mobile web browser and the most recent version of our mobile application.

You are solely responsible for ensuring that you have up-to-date software including any necessary security patches installed on your laptop, PC, phone, tablet or other Access Device. You further agree to install and maintain updated versions of appropriate firewall and anti-virus protection on any Access Device you utilize to access Online Services. You agree that we have no liability for your failure to download and install updates to this software.

You agree that we are not liable for viruses, worms, Trojan horses or other similarly harmful components that may enter your computer system directly or indirectly by accessing information, software or other materials from other websites 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 agree that by using the Online Services information about your banking accounts and transactions will be

transmitted over the Internet. You agree that we will have no liability to you, if an unauthorized third party obtains information about your banking accounts or transactions despite reasonable precautions we have taken to maintain the confidentiality of such information.

You agree that any and all account information which you download or otherwise retain from our Online Services becomes your property and it is your responsibility to safeguard and protect this information from others.

If you opt to use the "Online Banking User Management Feature," as outlined above, you agree to exercise caution when granting others access to your accounts. You further agree that if you provide access to an Authorized User, you are fully liable for any and all transactions initiated by these individuals to the same degree as if you had conducted the transactions yourself. We will not monitor your Authorized User's transactions.

## 6. RESTRICTING ACCESS

We reserve the right to block access to the Online Services in order to maintain or restore security to our Online Services, Online Banking Website and associated systems, or if we reasonably believe your User IDs, Passwords or Security Questions and answers have been or may be obtained or are being used or may be used by an unauthorized person(s).

By accessing or attempting to access our Online Services, you agree not to use automated scripting, proxy servers, anonymizers or virtual private networks (VPNs) to access our Online Services. Failure to abide by this requirement may result in you being denied access to our Online Services without warning.

## 7. LINKS AND FRAMES

For your convenience, within our Online Services we may provide links to other websites or Mobile Apps ("External Properties"). By providing these links, we are not endorsing, sponsoring or recommending any such sites or mobile application or the materials disseminated by or services provided by these sites or mobile applications. We are not responsible for the content, materials or services located within these sites/mobile applications or related to these sites/mobile applications. We make no representations concerning the content of sites/mobile application listed in any of the links on our web pages or within our Mobile App.

Similarly, if you send an email or call a merchant using contact information provided to you through our CardGuard service, you understand and acknowledge that we are not responsible for your experience when engaging with third parties and are not responsible for the security and privacy of any information you may provide to such third parties. You acknowledge that your use of these Services constitutes your acknowledgement of these statements.

Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites/mobile apps listed in any search results or otherwise linked to the External Website. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the External Website. This may include links from advertisers, sponsors and content partners that may use our logo(s) as part of a co-branding agreement.

These other sites may send their own cookies to users, collect data, solicit personal information or contain information that you may find inappropriate or offensive. In addition, advertisers on the External Website may

send cookies to users that we do not control. You may not link to other pages of our Website without our express written permission. You also may not "frame" material on our Website without our express written permission. We reserve the right to disable links from any third-party sites to the External Website.

#### (F) INTERRUPTIONS IN SERVICE

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

#### (G) AREA OF SERVICE

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

#### (H) NO SIGNATURE REQUIRED

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

#### (I) ACCEPTABLE USE OF ONLINE SERVICES

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of our Online Service, regardless of the purpose of the use, and for all communications you send through these Online Services. We have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. You agree to access these Online Services in compliance with our terms and conditions.

In using our Online Services, you agree that you will not attempt to:

- A. Access any software or Websites for which your use has not been authorized; or
- B. Use or attempt to use a third-party's account without authorization from that party; or
- C. Interfere in any manner in the provision of, the security of or the customers of the Online Services, the Online Banking Website or software.

In addition, you are prohibited from using our Online Services for communications or activities that:

- A. Would be contrary to FNB's business interest or those of our Service Providers or Affiliates;
- B. Would be to FNB's actual or potential economic disadvantage in any aspect or those of our Service Providers or Affiliates;
- C. Violate any law, statute, ordinance or regulation;
- D. Impose an unreasonable or disproportionately large load on our infrastructure;

- E. Constitute use of any robot, spider, other automatic device or manual process to monitor or copy the Online Service or the portion of the website or app through which the Online Service is offered without our prior written permission;
- F. Constitute use of any device, software or routine to bypass technology protecting the Online Services, or interfere or attempt to interfere, with the Online Service;
- G. May cause us or our Service Providers or Affiliates to lose any of the services from our Internet service providers, payment processors or other vendors;
- H. Transmit or disseminate junk mail, spam or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material;
- I. Infringe or violate any intellectual property rights, copyright, trademark, right of publicity or privacy, confidentiality, or the legal obligations of any wireless service provider, its clients or subscribers, or any other proprietary right under the laws of any jurisdiction;
- J. Transmit or disseminate material or data, that is illegal, or material or data, as determined by the Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Bank or any third-party service provider involved in the provision of Online Services;
- K. Promote hate, violence, racial intolerance or the financial exploitation of a crime;
- L. Include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous;
- M. Transmit or disseminate material or data that is alcoholic beverage-related (e.g., beer, wine or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;
- N. Facilitate any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that may damage or are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- O. Transmit or disseminate any material or information that is false, misleading or inaccurate;
- P. Transmit or disseminate any material that would expose the Bank, any third-party service provider involved in providing Online Services, or any other third party to liability; or
- Q. Transmit or disseminate any signal or impulse that could cause electrical, magnetic, optical or other technical harm to the equipment or facilities of FNB, our Service Providers or any third party.

We encourage you to provide notice to us by the methods described in Section 3 – “Communication Between FNB and You” of any violations of this section or of the Agreement generally.

In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to

your violation of the acceptable uses of our Online Services or this Agreement.

#### (J) LOST ACCESS DEVICES

In the event your enrolled Access Device (including, but not limited to, your mobile phone, laptop or tablet device) is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such missing device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised, including but not limited to, data associated with your enrollment in the FNB Direct Mobile App, FNB Text Banking or Zelle® and Other Payment Services.

## SECTION 2 – ONLINE SERVICES

### (A) ACCOUNT INFORMATION

#### 1. SERVICE INTRODUCTION

If you are an owner or authorized signer on an Eligible Account(s) and you requested access to the account(s) through Online Services, then you may view transactions and obtain account history for your Eligible Account(s) on our Online Banking Website and, with some limitations, our Mobile Banking app. Account summaries, interim statements and images of canceled checks are available online the day after items are posted to your account(s).

#### 2. ELIGIBLE ACCOUNTS

Generally speaking, you can access account information for the following accounts within our Online Services: checking accounts, savings accounts, money market accounts, certificates of deposit, installment loans, lines of credit, mortgages, credit cards and safe deposit boxes. Please note that not all accounts may be accessible through all Online Services and that certain transactions may be limited to certain types of accounts. Please review the “Eligible Accounts” section of each Online Service for more information about accounts eligible to be viewed or used within each Online Service.

### (B) ONLINE STATEMENTS & NOTICES

#### 1. SERVICE INTRODUCTION

With the Online Statements & Notices Service, you have the ability to view certain account statements online in electronic format in lieu of receiving paper statements. Additionally, you may opt to receive associated account notices in electronic format as well. When your statement or notice is available online, we will send you an email notice to your email address on file within Online or Mobile Banking. You may view up to two years of statements in Online and Mobile Banking. However, the full two years will not be initially available until you build up sufficient statement history.

#### 2. HARDWARE OR SOFTWARE REQUIREMENTS FOR ONLINE STATEMENTS & NOTICES

The hardware and software requirements needed to access and retain electronic documents is outline is “Electronic Records Disclosure & Agreement” attached above.

### 3. ENROLLMENT

To enroll in Online Statements & Notices, you must first enroll in Online or Mobile Banking and then establish your settings within the enrollment process or subsequently via the "Online Statement & Notice Enrollment" section of the Online Banking "Preferences" page. You can select only your Online Statement delivery options within Mobile Banking during the initial enrollment process, thereafter you will need to update your Online Statement and Notice preferences using Online Banking as described above. Regardless of when you enroll, you may opt to receive only statements or both statements and notices in electronic format. For loans, you may choose between paper only or online statements.

### 4. ELIGIBLE ACCOUNTS

Generally, the following account types are eligible for Online Statements: checking accounts, savings accounts, installment loans and lines of credit. Online Statements for credit cards are not currently available within Online or Mobile Banking but may be accessed via the credit card website. Checking accounts used for sweep services are not eligible for Online Statements. Online Notices are available only for checking accounts and are not currently made available within Mobile Banking.

### 5. FEES FOR ONLINE STATEMENTS & NOTICES

While we do not currently assess fees for the Online Statements & Notices service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with Online Statements & Notices will be outlined in our Consumer and/or Business Fee Schedule. Some bank accounts require the use of Online Statements. Per the terms of your account agreement, you may incur a fee if you opt to instead receive paper statements. Please consult your account agreement for more information on the fees associated with your specific accounts.

### 6. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

If you have signed up for Online Statements, your statements will be posted online for your review and we will send you notice via email that your statement is available to view. 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(s) online. We will post your statement each month on a certain date. You will need to access Online Banking to verify which date your statement will post each month. By establishing Online Services and enrolling in the Online Statement & Notice service, 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 is available to view.

## (C) ONLINE TAX DOCUMENTS

### 1. SERVICE INTRODUCTION

With the Online Tax Document Service, you have the ability to view, print and save certain tax documents within Online Banking in electronic format in addition to receiving paper tax documents.

## 2. HARDWARE OR SOFTWARE REQUIREMENTS FOR ONLINE TAX DOCUMENTS

The hardware and software requirements needed to access and retain electronic documents are outlined in the “Electronic Records Disclosure & Agreement” attached above.

## 3. ENROLLMENT

There is no enrollment process for this service. This service will automatically display any eligible tax documents to you if you are issued these documents.

## 4. ELIGIBLE ACCOUNTS

Generally, the following account types are eligible for Online Tax Documents: checking accounts, savings accounts, installment loans and lines of credit. We support the display of the following tax documents: Form 1042-S, Form 1098, Form 1098-E, Form 1099-A, Form 1099-B, Form 1099-C, Form 1099-DIV, Form 1099-INT, Form 1099-MISC, Form 1099-OID, Form 1099-Q, Form 1099-R, Form 1099-S, Form 1099-SA, Form 5498, Form 5498-ESA, Form 5498-SA and Form W-9 Notices.

## 5. FEES FOR ONLINE TAX DOCUMENTS

While we do not currently assess fees for the Online Tax Document service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with Online Tax Documents will be outlined in our Consumer and/or Business Fee Schedule.

## (D) TRANSFERS BETWEEN ACCOUNTS AT FNB (“INTERNAL TRANSFERS”)

### 1. SERVICE INTRODUCTION

The Internal Transfers service allows you to perform one-time and recurring funds transfers between eligible FNB accounts within Online and Mobile Banking.

### 2. INTERNAL TRANSFERS DEFINITIONS

- A. **“Future-Dated Internal Transfer”** means a single Internal Transfer for which processing shall be initiated at a later specified date of up to one (1) year in the future.
- B. **“One-Time Internal Transfer”** means a single Internal Transfer for which processing shall be initiated immediately. See “Processing Timeframes for Internal Transfers” for more information on processing timeframes.
- C. **“Recurring Internal Transfer”** means a recurring series of Internal Transfers for which processing shall be initiated on the specified dates and at the frequency you establish when scheduling the Internal Transfer.

### 3. HARDWARE OR SOFTWARE REQUIREMENTS FOR THIS SERVICE

There are no specific hardware or software requirements for the use of this service beyond those required to access the Online or Mobile Banking service.

### 4. ENROLLMENT

There is no separate enrollment for the Internal Transfer service. Your enrollment in this service is tied to your

enrollment in Online and Mobile Banking.

## 5. RECEIPTS & TRANSACTION HISTORY

You may view at least twenty-four (24) months of your Internal Transfer transaction history by logging into your account and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

## 6. ELIGIBLE ACCOUNTS

When using Internal Transfers, you may transfer funds from these types of consumer accounts: checking accounts, savings accounts, money market accounts and lines of credit (excluding credit cards). Furthermore, when using Internal Transfers, you may transfer funds to these types of accounts: checking accounts, savings accounts, money market accounts, lines of credit (excluding credit cards), installment loans and mortgages.

## 7. TRANSACTION TYPES, LIMITATIONS & RESTRICTIONS ON INTERNAL TRANSFERS

Using the Internal Transfer Service, you may initiate the following types of Internal Transfers:

- A. A one-time Internal Transfer for which processing shall be initiated immediately ("One-Time Internal Transfer"),
- B. A one-time Internal Transfer for which processing shall be initiated at a later specified date up to one (1) year in the future ("Future-Dated Internal Transfer"), and
- C. A recurring series of Internal Transfers for which processing shall be initiated on the specified dates and at the frequency you establish when scheduling the Internal Transfer ("Recurring Internal Transfer").

Subject to the limitations set forth in this section, you may transfer funds from your line of credit (excluding credit cards), checking, savings and money market accounts at the Bank. You may also transfer funds from your checking account or savings account to make a payment on your installment loan or line of credit (excluding credit cards) at the Bank, but you may not use a line of credit or credit card to make a loan or line of credit payments. Lines of credit, checking, savings and money market accounts that require two or more signatures are not eligible for Internal Transfers.

Your request to transfer funds from your line of credit means that you agree to an amendment to your note that Online Services will be considered an additional access device for your line of credit, along with your line of credit access checks. Transfers from your line of credit are subject to fees and finance charges disclosed in your loan agreement.

You may make principal-only payments to your eligible installment loan and line of credit account (excluding credit cards) using Internal Transfers. By selecting "Principal-Only Payment," this additional payment(s) will be applied to your loan principal. Please note, this additional payment(s) will not reduce or eliminate your next regularly scheduled loan payment(s). If you prefer, this payment can be applied to future, regularly scheduled payments of both interest and principal by selecting "Regular Payment" instead.

You are permitted or authorized to make no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month for Savings Accounts or statement cycle for Money Market Accounts including transfers to another account (including a transaction account) at the same institution or to a

third party by means of preauthorized, telephone or automatic transfer, or by check, draft, debit card or similar order made payable to third parties. You can make unlimited deposits and withdrawals at a branch or ATM. Please see the fee schedule.

You are responsible for maintaining compliance with these limits. We will not systemically prevent you from exceeding these limits, although we will remind you of these limits when scheduling relevant transactions. You cannot make Internal Transfers from your certificates of deposit, and retirement accounts may only receive Internal Transfers from another Eligible Account. Please refer to your Deposit Account Agreement for more information about limitations associated with your accounts.

The total amount of Internal Transfers from an Eligible Account cannot exceed the Eligible Account's available balance. Any Internal Transfer request in excess of the Eligible Account's available balance will not be processed. Additionally, no single transfer can exceed \$999,999.99.

## 8. FEES FOR INTERNAL TRANSFERS

While we do not currently assess fees for the Internal Transfers service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with Internal Transfers will be outlined in our Consumer and/or Business Fee Schedule. If you have been approved for and have accepted the Bank's Overdraft Services and an Internal Transfer, along with other account activity processed in the same Business Day, results in a returned item fee or overdraft fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our Consumer and/or Business Fee Schedule.

## 9. PROCESSING TIMEFRAMES FOR INTERNAL TRANSFERS

For the purposes of processing real-time transactions, Internal Transfers will update your available balance immediately upon completion of the Internal Transfer regardless of the day or time. This means that you will have access to these funds via electronic transactions such as ATM withdrawals and ATM/debit card point-of-sale purchases as soon as the transfer has been successfully completed. This does not necessarily mean that these Internal Transfers will be available for the purpose of paying transactions in nightly processing. Nightly processing occurs at the end of every Business Day. Checks, miscellaneous debits, service charges and fees, returned deposited items, wire transfers, ACH withdrawals, money market withdrawals, account closing withdrawals and loan payments, collectively "Nightly Items," are paid during nightly processing. The availability of Internal Transfers to cover Nightly Items is determined by the day and time the Internal Transfer is successfully completed.

### Internal Transfers performed BEFORE 10:00 PM on a Business Day:

These funds will be eligible to cover Nightly Items in that day's nightly processing window unless those funds are removed by a transaction, performed by you, in advance of the completion of nightly processing. This means that funds transferred before 10:00 PM, which remain in your account during nightly processing, will be reflected in the balance we use to pay the Nightly Items listed above.

### Internal Transfers performed AFTER 10:00 PM on a Business Day or at any time on a non-Business Day:

These funds will not be available to cover that day's Nightly Items and will instead be available to cover transactions on the next Business Day unless those funds are removed by you in advance of the next nightly processing window. A Business Day is Monday through Friday and does not include Saturdays, Sundays or Federal Reserve holidays.

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

## 10. PERFORMING A TRANSACTION

You may schedule Internal Transfers using our Online Services at your discretion. You may delete or change an Internal Transfer request, which you made earlier in the same Business Day, until 10:00 PM Eastern Time. You must call the Bank's Customer Contact Center at 724-983-4125 or 1-800-555-5455 the next Business Day if you want to change or reverse an Internal Transfer request after 8:00 PM Eastern Time. A fee may be assessed for changing or reversing an Internal Transfer after it is processed.

### (E) TRANSFERS BETWEEN FNB ACCOUNTS AND NON-FNB ACCOUNTS ("EXTERNAL TRANSFERS")

#### 1. SERVICE INTRODUCTION

External Transfers enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. This service is available only within Online Banking.

#### 2. EXTERNAL TRANSFERS DEFINITIONS

- A. **"Eligible External Transfer Account"** means a checking, money market or savings account held at FNB to and from which you can send external transfers.
- B. **"Recipient Account"** is the account to which your funds will be credited; if you are sending funds from your FNB Account to a third-party bank account, the third-party bank account is the Recipient Account; if you are sending money from an external third-party bank account to FNB, the FNB Account is the Recipient Account.
- C. **"External Account"** is the eligible checking, money market or savings account held at a third-party financial institution.
- D. **"Sender"** is a person or business entity that sends an External Transfer through the Service.
- E. **"Transaction Account"** is the FNB Account from which your External Transfer Service fees will be automatically debited, or to which funds will be returned in the event we cannot complete a transfer.
- F. **"Transfer Instruction"** is the information provided by you to the Service for a transfer of funds to a Recipient Account.
- G. **"One-Time External Transfer"** means a single External Transfer for which processing shall be initiated immediately. See "Processing Timeframes for External Transfers" for more information on processing timeframes.
- H. **"Future-Dated External Transfer"** means a single External Transfer for which processing shall be initiated at a later specified date of up to one (1) year in the future.
- I. **"Recurring External Transfer"** means a recurring series of External Transfers for which processing shall be initiated on the specified dates and at the frequency you establish when scheduling the External Transfer.

### 3. SERVICE PROVIDERS

We are offering you the External Transfers service through one or more “Service Providers” that we have engaged to render some or all of the External Transfers service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be intended third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. “Service Provider” and certain other terms are defined in Section 1 – “General Terms & Definitions” above.

### 4. SERVICE PROVIDER’S RELATIONSHIP WITH YOU

Our Service Provider is an independent contractor for all purposes, except that they act as your agent with respect to the custody of your funds for the External Transfer service. Given the nature of this service, our Service Provider cannot and does not guarantee the identity of any user of the External Transfer service (including, but not limited to, accounts to which you send payments). You acknowledge that it is your sole responsibility to review any external accounts which are linked to your FNB accounts for the purposes of External Transfers.

### 5. HARDWARE OR SOFTWARE REQUIREMENTS FOR THIS SERVICE

There are no specific hardware or software requirements for the use of this service beyond those required to access the Online Banking service.

### 6. ENROLLMENT

While there is no separate enrollment for the External Transfer service, you must add an External Account, which you own, at another financial institution in order to use this service. Your enrollment in this service is otherwise tied to your enrollment in Online Banking. When adding an External Account, we will verify your ownership of that account in one of two ways:

- A. **Real Time Verification** – With Real Time Verification you will be asked to provide your existing login credentials you use when accessing the External Account. We will then securely verify your account ownership with the third-party financial institution who holds your External Account. If you choose this option please note that we will not retain, store or otherwise use this login information in any way apart from validating your account ownership.
- B. **Trial Deposit Verification** – With Trial Deposit Verification, we perform two small-dollar deposits to your Recipient Account. You must validate these deposits to complete the process of adding a Recipient Account. Please note that these trial deposits will be automatically withdrawn after a few days.

### 7. RECEIPTS AND TRANSACTION HISTORY

You may view up to seven years of your External Transfer transaction history by logging into your account and looking at your External Transfer transaction history or online statements. Your transaction history or statement will serve as your receipt.

### 8. ELIGIBLE ACCOUNTS

Deposit accounts such as checking accounts, savings accounts and money market accounts held at FNB in your

name are eligible to be designated Transaction Accounts for External Transfers. Deposit accounts such as checking accounts, savings accounts and money market accounts held in your name at other financial institutions are likewise eligible to be designated External Accounts.

You represent and warrant that you are either the sole owner or a joint owner of the Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds to or from the Transaction Account to or from the External Account. If you are a joint owner of the Transaction Account, External Account or both, then you represent and warrant that:

- A. You have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and
- B. We may act on your instructions regarding such Accounts without liability to such other joint owners.
- C. Further, you represent and warrant that the External Account is located in the United States.

## 9. TRANSACTION TYPES, LIMITATIONS & RESTRICTIONS ON EXTERNAL TRANSFERS

When establishing an External Transfer there are two options available regarding delivery speed. Fees may differ based upon the option you select:

- A. **Next-Day** – External Transfers which are sent using the Next-Day option will appear in the Recipient Account the next day. Funds availability policies (i.e., your ability to access and use the funds) are defined by the financial institution where the Recipient Account resides.
- B. **Standard** – External Transfers which are sent using the Standard option will generally appear within the Recipient Account in 3-5 Business Days. Funds availability policies (i.e., your ability to access and use the funds) are defined by the financial institution where the Recipient Account resides.

You may establish up to five (5) owned External Accounts with this service. Additionally, limits for how much money you can transfer between accounts are established based on information you provided during enrollment and our experience with you. Your limits may change over time. After you perform your first successful External Transfer, we will display your personalized limit within the Online Banking user interface. The user interface is incorporated herein by reference and is made part of this Agreement. You will be advised if you attempt to transfer funds in excess of your limits.

We may, at our sole discretion, impose limits on the amount of money you can transfer through our External Transfers service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

Authorized Users established through the Online Banking User Management feature as outlined in Section 1 – “General Terms & Definitions” are not eligible to perform External Transfers.

## 10. AUTHORIZATION FOR EXTERNAL TRANSFERS

When we receive an External Transfer Instruction from you, you authorize us to:

- A. Debit your Transaction Account and remit funds on your behalf to the External Account designated by you and to debit one of your accounts as described below in “Fees for External Transfers”; or, as applicable, to
- B. Credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in “Fees for External Transfers.”

You also authorize us to reverse a transfer from your External Account if the debit is returned from the Transaction Account for any reason, including but not limited to, nonsufficient funds.

## 11. FEES FOR EXTERNAL TRANSFERS

A transfer fee may apply for External Transfers. The amount may vary based on the direction of the transfer as well as the speed of the transfer. Transfers coming in may be charged a different fee from transfers going to an account at another institution. Likewise, selecting the Next Day External Transfer option may incur a higher fee than using the Standard External Transfer option. The fees for these transactions are disclosed to you in the user interface of Online Banking at the time you establish your transfer. The user interface is incorporated herein by reference and is made part of this Agreement. More information about fees associated with our External Transfer service can be found in our Consumer and/or Business Fee Schedule. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Transaction Account you hold with us or the External Account that is debited for the funds transfer.

If you have been approved for and have accepted the Bank’s Overdraft Services and an External Transfer, along with other account activity processed in the same Business Day, results in a returned item fee or overdraft fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our Consumer and/or Business Fee Schedule. If you frequently overdraw your account due to External Transfers, we reserve the right to terminate your usage of this service.

## 12. PROCESSING TIMEFRAMES FOR EXTERNAL TRANSFERS

The Transfer Date is the date that the money is withdrawn from the Transaction Account. Transfers are typically deposited in your Recipient Account on the transfer date. There are two types of delivery options you can select when scheduling an External Transfer: Standard and Next-Day. Standard External Transfers may be delayed three Business Days depending on the transfer amount. Additionally, Standard External Transfers may be delayed five Business Days depending on the selected Transaction Account. If you use the Next-Day option, your transfers will generally be available the next Business Day after your transfer. Your transfer limits are determined based on information that we received from the consumer credit reporting agency that verified your information when you enrolled and our experience with you. The calendar within Online Banking shows the earliest available date you can make a transfer based upon the delivery option you select. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e., email).

### 13. PERFORMING A TRANSACTION

You may schedule an External Transfer at your discretion using our Online Services. You may cancel an External Transfer at any time until it begins processing. External Transfers that are in-process will be identified as such within our Online Services.

### 14. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

It is your responsibility to ensure the accuracy of any information that you enter into the External Transfer service and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover an External Transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

### 15. TAXES

It is your responsibility to determine what, if any, taxes apply to External Transfers you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your External Transfers, or for collecting, reporting or remitting any taxes arising from any External Transfer.

### 16. FAILED TRANSACTIONS

In using the External Transfer service, you are requesting us to make transfers for you from your Transaction Account. By using this service, you acknowledge your understanding that External Transfers may be returned or fail for various reasons such as, but not limited to, the Recipient Account number being invalid.

We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

### 17. RETURNED TRANSACTIONS

In some instances, when we are unable to complete an External Transfer because that transfer is returned, you will receive a return notice from us. In each such case, you agree that:

- A. You will reimburse us immediately upon demand the External Transfer amount that has been returned to us;
- B. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- C. You may be assessed a fee by our Service Provider and by us if the External Transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in the Consumer and/or Business Fee Schedule you receive from us or as stated in your account

agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit;

- D. You will reimburse us and our Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you;
- E. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

## 18. REFUSED TRANSACTIONS

We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

## 19. UNCLAIMED FUNDS

We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited or denied External Transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

## (F) ONLINE BILL PAYMENT SERVICE ("ONLINE BILL PAYING")

### 1. SERVICE INTRODUCTION

You may use our Online Bill Payment Service to make current, future and Recurring Payments from your designated business or personal checking account ("Payment Account") to merchants, businesses or individuals in the United States through Online Banking. You may also schedule or send payments through our Mobile Banking service. For more information on Mobile Banking please see Section 2(J) – "FNB Direct Mobile Banking."

### 2. DEFINITIONS FOR ONLINE BILL PAYING

- A. **"Bill Pay"** or **"Online Bill Paying"** or **"Online Bill Payment Service"** means the online bill payment service offered by FNB, through our Service Providers.
- B. **"Billing Account"** is the checking account from which all Online Bill Paying service fees will be automatically debited.
- C. **"Due Date"** is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period date.
- D. **"Exception Payments"** means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options or an investment interest in any entity or property).
- E. **"Payee"** or **"Biller"** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- F. **"Payment Account"** is the FNB checking account from which bill payments will be debited.

- G. **"Payment Instruction"** is the information provided by you to the Online Bill Payment service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number and Scheduled Payment Date).
- H. **"Recurring Payment"** is a payment that has been scheduled to take place multiple times at a frequency you designate.
- I. **"Scheduled Payment"** is a payment that has been scheduled through the Online Bill Payment service but has not begun processing.
- J. **"Scheduled Payment Date"** is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

### 3. HARDWARE OR SOFTWARE REQUIREMENTS FOR ONLINE BILL PAYING

There are no specific hardware or software requirements for the use of this service beyond those required to access the Online Banking service. If you opt to access Online Bill Paying via our Mobile Banking service, you must also meet the requirements outlined in Section 2(J) – "FNB Direct Mobile Banking."

### 4. ENROLLMENT

You are automatically enrolled in the Online Bill Paying service when you sign up for Online or Mobile Banking. To use Online Bill Paying you must first select a Payment Account and establish a Payee.

### 5. RECEIPTS & TRANSACTION HISTORY

You may view at least twenty-four (24) months of your Online Bill Payment transaction history by logging into Online Banking or Mobile Banking and looking at your transaction history or your relevant online account statements. Your transaction history or statement will serve as your receipt.

### 6. ELIGIBLE ACCOUNTS

Business or consumer checking accounts, which you own as an individual or jointly with another individual, that do not require two signatures to conduct transactions are eligible to be Payment Accounts. Your Payment Account is the designated business or personal checking account from which we will deduct your online bill payments and any associated charges or fees relating to the Online Service. You authorize us to deduct any applicable charges and fees from your Payment Account.

If you close this Payment Account you authorize us to select, at our sole discretion from your remaining accounts, another eligible account to be designated as your Payment Account. You authorize us to deduct payments and fees from this newly designated Payment Account as if you had selected this account yourself. If you do not have any other eligible accounts and you close your Payment Account, your Bill Payment services will be terminated, and any unprocessed Bill Payment transactions will be canceled. You will remain liable for any fees associated with the disposition of any in-progress payments when you close your account. The applicable charges and fees are stated in the Consumer and/or Business Fee Schedule previously provided to you.

Accounts which require two authorized signatures for transactions are not eligible to be Payment Accounts.

## 7. TRANSACTION TYPES, LIMITATIONS & RESTRICTIONS ON ONLINE BILL PAYMENTS

The maximum amount you can make in any one payment is the lesser of the available balance in your Payment Account or \$99,999.99 via Online Banking or \$50,000.00 via Mobile Banking. We may, at our sole discretion, impose limits on the amount of money you can pay out through our Online Bill Paying service. We also reserve the right to select the method in which to make payments on your behalf, and the method to return funds to you in the event that the payment is returned to us.

We reserve the right to refuse to pay any Bill Pay Payee to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Bill Pay Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an Exception Payment under this Agreement.

Online Bill Payments to Payees outside of the United States or its territories are prohibited through the Online Bill Paying Service. Additionally, Online Bill Payments to governmental units or agencies are prohibited; this includes, but is not limited to, court ordered payments, alimony, child support, taxes, fines and penalties. While the Online Bill Paying service may allow you to enter these types of payments, such payments are prohibited and, if established, may only be scheduled at your own risk.

In no event shall we be liable for any claims or damages resulting from your attempt to make these types of payments. If you choose to enter these prohibited payments, the "Online Bill Paying Service Guarantee" does not apply and is voided when these types of payments are scheduled and/or processed by the Online Bill Paying service. We have no obligation to research or resolve any claim resulting from a prohibited payment. You agree that any research and resolution for misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility.

Many Online Bill Paying capabilities are also available via our Mobile Banking services. For more information about our Mobile Banking services see Section 2(J) – "FNB Direct Mobile Banking."

Authorized Users established through the Online Banking User Management feature as outlined in Section 1 – "General Terms & Definitions" are not eligible to access full Bill Payment functionality within Online Banking. If an account owner establishes access to an account and designates "Create Transaction Access" and then selects the "Use Quick Payment" option, the Authorized User will then be able to send bill payments from the account owner's pre-existing Payees only.

## 8. AUTHORIZATION FOR ONLINE BILL PAYMENT

By providing us with the names and account information of Payees to whom you wish to direct payments, you authorize Online Bill Paying to follow the Payment Instructions you provide through the designated Access Device. In order to process payments more efficiently and effectively, the Online Bill Paying service may edit or alter payment data or payment data formats in accordance with directives we receive directly from the Payee.

When the Online Bill Paying service receives a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you when you established the payment.

You also authorize us to credit your Payment Account for payments returned to the Online Bill Payment service by the United States Postal Service or Payee. You likewise authorize us to credit your Payment Account for payments remitted to you on behalf of another authorized user of the Online Bill Paying service.

## 9. FEES FOR ONLINE BILL PAYMENT

While we do not currently assess fees for the Online Bill Payment service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with Online Bill Paying will be outlined in our Consumer and/or Business Fee Schedule. However, there are fees associated with your use of this service which you may incur at your discretion. For example, if you request an expedited payment, the current fee for overnighting a payment at your request will be withdrawn from your Payment Account. The fees for these optional transactions will be disclosed to you in the user interface of Online Banking or Mobile Banking at the time you establish your transaction. The relevant user interface is incorporated herein by reference and is made part of this Agreement.

Additionally, if you qualify for and accept Overdraft Services, we may either refuse to pay the scheduled payment or we will make the payment and overdraw your Payment Account. You are responsible for any returned item fees or overdraft charges that the Bank may impose for making this payment if you qualify for and accept Overdraft Services. A complete list of applicable fees and charges are stated in the Consumer and/or Business Fee Schedule previously provided to you.

## 10. PROCESSING TIMEFRAMES FOR ONLINE BILL PAYMENTS

Scheduled payments that have not yet begun processing may be added, edited or deleted until 10:00 PM Eastern Time on the Business Day the payment is to be processed. Funds are usually debited from your Payment Account either the day the payment is received by the Payee in the case of electronic payments, or the day the Payee processes your payment in the case of payments made via paper check. By entering and transmitting a Bill Payment instruction, you authorize us or our agent to reduce the balance in your Payment Account accordingly.

If you have not qualified for or accepted Overdraft Services or provided for another form of overdraft protection and there are insufficient funds in your Payment Account to make an authorized payment, we may refuse to pay the scheduled payment.

## 11. PERFORMING A TRANSACTION

The earliest possible Scheduled Payment Date for each Payee (typically five (5) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date earlier than the earliest possible payment date designated for each Payee. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. You are solely responsible for selecting the appropriate date on which to send your payment.

Depending on the method of payment, your Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Payment Account may be debited earlier than the Scheduled Payment Date. The Bill Payment Account should have sufficient funds beginning a few business

days before the date you select when scheduling your payment and you should keep such funds available until the payment is deducted from the Bill Payment Account.

A Recurring Payment is a regularly scheduled payment with minor changes in the dollar amount (i.e., your mortgage, rent or insurance payment). Recurring Payments may be scheduled in weekly, semi-monthly or monthly intervals as outlined within Online Bill Paying. Please note that Recurring Payment due dates that fall on a non-Business Day will be processed on the prior Business Day.

We reserve the right to select the method in which we remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, or a laser draft payment (funds remitted to the Payee are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

You may cancel or edit any Scheduled Payment (including Recurring Payments) by following the directions found within Online or Mobile Banking. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be canceled or edited, therefore a stop payment request must be submitted.

You must cancel, change or place a stop payment order on a previously authorized Bill Payment transaction prior to 10:00 PM Eastern Time on the Business Day the payment is scheduled to be processed. Please see "Electronic Fund Transfer Act Disclosures" attached above for more information on stop payment requests.

## 12. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by updating your information within the Online Banking "Preferences" page or by contacting our Customer Contact Center via telephone, secure email within Online Banking or chat. For any scheduled or future-dated payments, any changes you make to your Payment Account are effective immediately. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate an accurate Payment Account or contact information.

## 13. FAILED TRANSACTIONS

In using our Online Bill Paying service, you are requesting us to make payments for you from your Payment Account. You understand that Payees and/or the United States Postal Service may return failed payments to us unprocessed and not credited to your account for various reasons. These reasons include, but are not limited to, attempting to send a payment to a Payee with an expired forwarding address; the Payee account number is not valid; the Payee is unable to locate your account; or the Payee account is paid in full and no further payments are accepted. We will use our best efforts to research and correct the returned payment and return it to your Payee as appropriate or to void the payment and credit your Payment Account.

## 14. RETURNED TRANSACTIONS

If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from us. In such case, you agree that:

- A. You will reimburse us immediately upon demand for the transaction amount that has been

returned to the Service;

- B. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- C. You will reimburse us for any fees imposed by your Payee as a result of the return;
- D. You will reimburse us for any fees we incur in attempting to collect the amount of the return from you; and
- E. We are authorized to report the facts concerning the return to any credit reporting agency.

## 15. OUR SERVICE LEVEL COMMITMENT

Due to circumstances beyond the control of the Online Bill Paying service, some transactions may take longer to be credited to your account. Generally, these extended timeframes are a result of delays in handling and posting of payments by Payees or financial institutions. We will bear responsibility for any late payment-related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Online Bill Payment Scheduling" in this Agreement.

We will use our best efforts to make all your payments properly. However, we shall incur no liability and any Online Bill Payment Service Guarantee shall be void if the Online Bill Paying service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- A. If, through no fault of the Online Bill Paying service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- B. The Online Bill Payment service processing center is experiencing difficulties which prevent the processing of payments and you know or have been advised by us about the issue before you execute the transaction;
- C. You have not provided us with the correct Payment Account information, or the correct name, address, phone number or account information for the Payee; and/or
- D. Circumstances beyond control of the Online Bill Paying service (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Online Bill Paying service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly remitted funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment-related charges up to \$50.

## (G) ELECTRONIC BILL DELIVERY & PRESENTMENT ("EBILLS")

### 1. SERVICE INTRODUCTION

Through the Online Bill Paying service, we have the ability to present to you select monthly bills if you opt to activate this feature. We have established relationships with hundreds of companies nationwide, and these

companies can send us “eBills.” These electronic bills typically contain the same information included in the paper bills that are mailed to you. They are secure and convenient and offer easy access to current or past bill activity. This feature is for the presentment of electronic bills only and does not include the presentment of other third-party documents, statements or notices to you.

As part of the eBill service, your Payee may offer you the ability to also receive your bill through email or provide the ability to pay your eBills automatically when they are received.

## **2. HARDWARE OR SOFTWARE REQUIREMENTS FOR THIS SERVICE**

There are no specific hardware or software requirements for the use of this service beyond those required to access the Online Bill Paying service.

## **3. ENROLLMENT**

If you have billers that offer the eBill service, you can add one or more eBills by going to the “Bill Pay” tab in Online Banking to view a list of your Payees. While you can view and pay eBills within Mobile Banking, you can only activate an eBill in Online Banking. If your Payee supports the eBill service, you will see a “Get eBills” icon next to that Payee. To activate your eBill service with your Payee, you must provide information that the Payee can use to verify your account with them.

Upon activation of the eBill feature, we may notify the Payee of your request to receive electronic billing information. The timing of the presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to continue to receive a paper copy of your bill or statement(s) is at the sole discretion of the Payee. Your Payee may charge a fee to continue to send paper copies of your bill or statement. While your eBill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

## **4. AUTHORIZATION FOR ELECTRONIC BILL DELIVERY & PRESENTMENT**

Your activation of the eBill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. In order to obtain the required eBill, we may ask you to enter into our Online Banking system your User ID and Password that you use to access your account with that Payee. This information will be held securely by our system and will not be used for any purpose beyond delivering to you your requested eBills. By providing us with such information, you authorize us to use the information to obtain your eBill data.

## **5. FEES FOR ELECTRONIC BILL DELIVERY & PRESENTMENT**

While we do not currently assess fees for the eBills service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with eBills will be outlined in our Consumer and/or Business Fee Schedule.

## **6. PROCESSING TIMEFRAMES FOR ELECTRONIC BILL DELIVERY & PRESENTMENT**

We will use our best efforts to present all of your eBills promptly. In addition, as a courtesy to you, we may place a notification within Online and Mobile Banking informing you of the presence of new eBills or we may send you an email notification to the email address listed for your account notifying you of the presence of a

new eBill. It is your sole responsibility to ensure that your contact information is accurate. In the event you do not receive notification, it is your responsibility to periodically log in to Online or Mobile Banking and check for the delivery of new eBills. The time for notification may vary from Payee to Payee. You agree that you are solely responsible for ensuring timely payment of all bills regardless of whether or not you receive a notification from us and regardless of the timely presentment of bills to you via Online or Mobile Banking.

## 7. PERFORMING A TRANSACTION

We do not control which of your electronic Payees support electronic bill delivery. Each electronic Payee has the right to establish or cancel the presentment of eBills at any time. You may cancel eBill presentment at any time by logging into Online Banking and updating your preferences. The timeframe for cancellation of your eBill presentment may vary from Payee to Payee. It may take up to sixty (60) days for your cancellation to be processed by your electronic Payee, depending on the billing cycle of each Payee (i.e., an eBill may already be in process when we receive your cancellation request). We will notify your electronic Payee(s) as to the change in status of your account, but it is your sole responsibility to make arrangements for an alternative form of bill delivery and payment. Due to the timing of eBill creation and delivery, we may present an eBill to you after your cancellation of the service if that eBill was already in process at the time of cancellation. We accept no responsibility for eBills that may have been in process when your cancellation request was received.

## 8. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that are on file with your eBill providers or other Payees. You must contact your Payee directly to make changes to your information on file with them. Additionally, to the extent you use our eBill service and have provided us with User IDs and Passwords for your Payee websites, it is your responsibility to maintain all User IDs and Passwords associated with these sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Payee, provide to the Payee with your email address, service address or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about the service and/or bill information.

## 9. FAILED TRANSACTIONS

You agree to hold us harmless should the Payee fail to deliver your electronic bill(s) or statement(s). You acknowledge that you are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

## 10. DISPUTES REGARDING eBILL ACCURACY

We are not responsible for the accuracy of your electronic bill(s) or statement(s). Any discrepancies or disputes regarding the accuracy of your electronic bill summary or details must be addressed with the Payee directly. This Agreement does not alter any liability or obligations that currently exist between you and your Payees.

## (H) ZELLE® AND OTHER PAYMENT SERVICES PAYMENTS

### 1. SERVICE INTRODUCTION

We have partnered with the Zelle® Network® ("Zelle®") to enable a convenient way to transfer money

between you and other Users using aliases, such as email addresses or mobile phone numbers ("Zelle® Payment Service," as further described below). Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE® PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR, OR YOU DO NOT TRUST. The term "Zelle® and Other Payment Terms" means these Zelle® and Other Payment Services Additional Terms.

In addition to the Zelle® Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle®. Second, outside Zelle®, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle®, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle® and Other Payment Terms are referred to as "Other Payment Services" in these Zelle® and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle®, we may ultimately send those transactions via Zelle® when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle® Payment Service, not the Other Payment Services. The term "Zelle® and Other Payment Services" means the Zelle® Payment Service and the Other Payment Services.

Zelle® and Other Payment Services enable you: (1) to initiate a payment instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through Online Banking or Mobile Banking and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through Online Banking or Mobile Banking and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Online Banking or Mobile Banking, such as the Zelle® mobile handset application ("Zelle® Standalone Locations") and if you choose to initiate or receive a payment at a Zelle® Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle® Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, Zelle® and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®'s control. Live customer service generally will be available Monday through Friday, excluding U.S. financial institution holidays.

The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. Zelle® and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payments Services payments

unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

The Zelle® Payment Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle® Tag." You will be limited to one Zelle® Tag per bank account, and each Zelle® Tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® Tag must meet the Content Standards outlined in Section 2(H)9 – "Transaction Types, Limitations, & Restrictions for Zelle® and Other Payment Services." You may not select a Zelle® Tag that misleads or deceives other Users of the Zelle® and Other Payments Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® Tags, both we and Zelle® have absolute discretion to remove a User Zelle® Tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® Tag in our sole discretion, and we may elect to make a Zelle® Tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® Tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® and Other Payments Service, you may be exposed to a Zelle® Tag that is offensive, indecent or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® Tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® Tag accurately identifies a particular User of the Zelle® and Other Payments Service.

## 2. DEFINITIONS FOR ZELLE® AND OTHER PAYMENT SERVICES

- A. **"ACH Network"** means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- B. **"Eligible Transaction Account"** is a transaction account from which your payments will be debited, your Zelle® and Other Payment Services fees will be automatically debited, or to which payments and credits to you will be credited. An Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account or debit card account, including any required routing information.
- C. **"Network Financial Institution"** means financial institutions that have partnered with Zelle®.
- D. **"Zelle® Payment Instruction"** is the information provided by the Sender to Zelle® and Other Payment Services for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).
- E. **"Payment Network"** means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- F. **"Receiver"** is a person or business entity that is sent a Payment Instruction through Zelle® and Other Payment Services.
- G. **"Requestor"** is a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.
- H. **"Sender"** is a person or business entity that sends a Payment Instruction through Zelle® and Other Payment Services.
- I. **"User"** means you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle®.

- J. **“Zelle® and Other Payment Terms”** means the terms and conditions in this Section.
- K. **“Zelle® Payment Request”** means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle® Payment Service.
- L. **“Zelle® Small Business Service”** means functionality, to the extent made available by us, that enables a small business User to (i) send Zelle® Payment Requests through the Zelle® Payment Service, and (ii) send and receive Payment Instructions through Zelle® and Other Payment Services. Users that access Zelle® and Other Payment Services through a business account shall be classified as Zelle® Small Business Service Users. The Zelle® Small Business Service is included in the definition of “Zelle® Payment Service.”
- M. **“Zelle® Tag”** means a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money.

### 3. SERVICE PROVIDERS

We are offering you Zelle® and Other Payment Services through one or more “Service Providers” that we have engaged to render some or all of Zelle® and Other Payment Services to you on our behalf. However, notwithstanding that we have engaged such Service Providers to render some or all of Zelle® and Other Payment Services to you, we are the sole party liable to you for any payments or transfers conducted using Zelle® and Other Payment Services and we are solely responsible to you and any third party to the extent any liability attaches in connection with Zelle® and Other Payment Services. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. “Service Provider” and certain other terms are defined in Section 1 – “General Terms & Definitions” above.

### 4. SERVICE PROVIDER’S RELATIONSHIP WITH YOU

Each of our Service Providers is an independent contractor for all purposes, except that they act as your agent with respect to the custody of your funds for Zelle® and Other Payment Services. Neither FNB nor any of our Service Providers has control of, or liability for, any products or services that are paid for with Zelle® and Other Payment Services. We also do not guarantee the identity of any user of Zelle® and Other Payment Services (including but not limited to Receivers to whom you send payments). Given the nature of this service, our Service Providers cannot and do not guarantee the identity of any user of Zelle® and Other Payment Services (including but not limited to Receivers to whom you send payments). You acknowledge that it is your sole responsibility to positively identify any party to whom you send Zelle® and Other Payment Services payments.

### 5. HARDWARE OR SOFTWARE REQUIREMENTS FOR THIS SERVICE

There are no specific hardware or software requirements for the use of this service beyond those required to access Online Banking or Mobile Banking. If you wish to utilize Zelle® and Other Payment Services via our Mobile App you must meet the hardware and software requirements outlined in Section 2(J) – “FNB Direct Mobile Banking.”

## 6. ENROLLMENT

You may enroll in Zelle® and Other Payment Services from within Online Banking or Mobile Banking by establishing your contact information within the system. By adding contacts that you wish to pay you will be able to use the service.

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number or Voice over Internet Protocol. Once enrolled, you may:

- A. Authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- B. Receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Payments.”

If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of eighteen (18) consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again.

Once this feature is enabled, when you enroll, a “Z” logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The “Z” logo will be displayed to other Users to aid them in determining which of your U.S mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.

When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile.

## 7. RECEIPTS AND TRANSACTION HISTORY

You may view at least six (6) months of your Zelle® and Other Payment Services transaction history by logging into your account and looking at your transaction history. We currently support up to six months of Zelle® and Other Payment Services transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements for Zelle® and Other Payment Services by mail. You will continue to receive deposit account statements either via our Online Statement service or via mail depending upon your settings within Online Banking.

## 8. ELIGIBLE ACCOUNTS

You must have a deposit account on which you are authorized to conduct transactions with FNB in order to use our Zelle® and Other Payment Services. Deposit accounts that require two or more signatures to make withdrawals, transfers or transactions are not eligible for Zelle® and Other Payment Services.

## 9. TRANSACTION TYPES, LIMITATIONS & RESTRICTIONS FOR ZELLE® AND OTHER PAYMENT SERVICES

You agree that you will not use Zelle® and Other Payment Services to send money to anyone to whom you are

obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use Zelle® and Other Payment Services to request money from anyone for any such payments.

This paragraph does not apply to Zelle® Small Business Service (to the extent made available by us). Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle® Payment Service for business or commercial purposes.

There are limits on the amount of money you can send or receive through the Zelle® Payment Service. Your limits are established based on information you provided during enrollment and our experience with you. Your limits may change over time at our sole discretion. Your limits can be viewed within the Zelle® Payment Service user interface within Online or Mobile Banking. The user interface is incorporated herein by reference and is made part of this Agreement. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Zelle® Payment Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver and request that the Receiver:

- A. Provide information so that the identity of the Receiver may be validated at a Zelle® Standalone Location, and then
- B. Provide Eligible Transaction Account information in order to complete the Payment Instruction (a “Two-Step Transfer”).

If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver regarding enrollment in Zelle® and receipt of payment. If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.

Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle®. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in “Federal Rules Applicable to Electronic

Funds Transfers, (J) Error Resolution Notice.”

The “Request Money” and “Split the Bill” features are only available to request money from current participants enrolled in Zelle®. Additionally, the “Request Money” and “Split the Bill” features are not available for contacts you have established where the only method on file for sending money is their account number. To use the “Request Money” and “Split the Bill” features, your contact must be registered with Zelle® and you must use a mobile phone number or email address to request money or split the bill.

Many Zelle® and Other Payment Services capabilities are also available via our Mobile App. For more information about our mobile banking services see Section 2(J) – “FNB Direct Mobile Banking.”

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order.

Authorized Users established through the Online Banking User Management feature as outlined in Section 1 – “General Terms & Definitions” are not eligible to perform Zelle® and Other Payment Services transactions.

Bank policy limits the number of Zelle® and Other Payment Services payments you may make. You are permitted or authorized to make no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month for Savings Accounts or statement cycle for Money Market Accounts including transfers to another account (including a transaction account) at the same institution or to a third party by means of preauthorized, telephone or automatic transfer, or by check, draft, debit card or similar order made payable to third parties. You can make unlimited deposits and withdrawals at a branch or ATM.

A fee will be assessed for each transaction per calendar month for Savings Accounts and per statement cycle for Money Market Accounts in excess of the prescribed limits. You cannot make Zelle® and Other Payment Services payments from your certificates of deposit.

You agree that you will abide by the following Content Standards outlined in Section 2(H)9 – “Transaction Types, Limitations, & Restrictions for Zelle® and Other Payment Services” and not upload or provide content or otherwise post, transmit, distribute or disseminate through the Zelle® Payment Service any material that:

- A. Is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive or inflammatory;
- B. Encourages conduct that would be considered a criminal offense or gives rise to civil liability;
- C. Breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property;
- D. Contains corrupted data or any other harmful, disruptive or destructive files;
- E. Advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or
- F. In Zelle®’s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to content that is offensive, indecent or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service. Zelle® Small Business Service Users may not send Zelle® Payment Requests to Users enrolled with Zelle® through Zelle® Standalone Locations.

#### 10. PROHIBITED ZELLE® AND OTHER PAYMENT SERVICES PAYMENTS

The following types of payments are prohibited through Zelle® and Other Payment Services and we have the right, but not the obligation, to monitor for, block, cancel and/or reverse such payments:

- A. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);
- B. Payments that violate any law, statute, ordinance or regulation;
- C. Payments that violate the Acceptable Use terms in Section 1 – “General Terms & Definitions”;
- D. Payments related to:
  - a. tobacco products;
  - b. prescription drugs and devices;
  - c. narcotics, steroids, controlled substances or other products that present a risk to consumer safety;
  - d. drug paraphernalia;
  - e. ammunition, firearms, or firearm parts or related accessories;
  - f. weapons or knives regulated under applicable law;
  - g. goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity;
  - h. goods or services that are sexually oriented;
  - i. goods or services that promote hate, violence, racial intolerance or the financial exploitation of a crime;
  - j. goods or services that defame, abuse, harass or threaten others;
  - k. goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous;
  - l. goods or services that advertise, sell to or solicit others; or
  - m. goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction;
- E. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

- F. Payments relating to transactions that:
- a. support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs;
  - b. are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card;
  - c. are for the sale of items before the seller has control or possession of the item;
  - d. constitute money-laundering or terrorist financing;
  - e. are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as Bitcoin), or check cashing;
  - f. provide credit repair or debt settlement services; and
  - g. Tax payments, court ordered payments or fines.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, incorrectly posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in Section 3 – "Communication Between FNB and You" below of any violations of this section or the Agreement generally.

## 11. AUTHORIZATION FOR tZELLE® AND OTHER PAYMENT SERVICES

By providing us with names and mobile telephone numbers, and email addresses of Receivers to whom you wish to direct Zelle® Payment Service payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed to you when scheduling the payment) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed.

You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including, but not limited to, those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

## 12. FEES FOR ZELLE® AND OTHER PAYMENT SERVICES

There are currently no FNB fees to send or receive money using Zelle® and Other Payment Services through

FNB. We reserve the right to charge fees for these transactions in the future. In the event we elect to begin charging fees, those fees associated with Zelle® and Other Payment Services will be outlined in our Consumer and/or Business Fee Schedule and will be reflected within Online Banking or Mobile Banking at the time you conduct your Zelle® transaction. The fees for these transactions will be disclosed to you in the user interface of Online Banking or Mobile Banking at the time you establish your transaction. The relevant user interface is incorporated herein by reference and is made part of this Agreement. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED WHEN WE RECEIVE A PAYMENT INSTRUCTION FROM YOU, REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS ULTIMATELY COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY OUR FAULT, except for those fees that are specifically use-based, such as Zelle® Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 2(H)17 – “Failed Transactions” and Section 2(H)18 – “Returned Transactions” applies if you do not pay our fees and charges for the Zelle® and Other Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient funds in the Eligible Transaction Account.

If you have been approved for and have accepted the Bank’s Overdraft Services and a Payment Instruction, along with other account activity processed in the same Business Day, results in a returned item fee or overdraft fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our then current Consumer and/or Business Fee Schedule. If you frequently overdraw your account due to your use of Zelle® and Other Payment Services, we reserve the right to terminate your usage of this Service.

You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you); the fee amount will be as set forth in the Consumer and/or Business Fee Schedule you receive from us or as stated in your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit.

### 13. PROCESSING TIMEFRAMES FOR ZELLE® AND OTHER PAYMENT SERVICES

In most cases, when you are sending money to another User using the Zelle® Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle® either via a Zelle® Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed, or the transfer may be blocked to prevent fraud or

comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

For the Other Payment Services and those Zelle® Payment Service payments where Online or Mobile Banking indicates a payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin, and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction.

As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instructions to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date(s) and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date.

In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account), may be delayed if the Receiver has not enrolled in Zelle®. Online or Mobile Banking may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

As to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

Zelle® Payment Service transactions sent to your account will update your available balance immediately upon completion of the Zelle® Instant transaction regardless of the day or time. This means that you will have access to these funds via electronic transactions such as ATM withdrawals and ATM/debit card point-of-sale purchases as soon as the payment has been successfully completed. **This does not necessarily mean that these Zelle® transactions will be available for the purpose of paying transactions in nightly processing. Nightly processing occurs at the end of every Business Day.** Checks, miscellaneous debits, service charges and fees, returned deposited items, wire transfers, ACH withdrawals, money market withdrawals, account closing withdrawals, and loan payments, collectively "Nightly Items," are paid during nightly processing. The availability of Zelle® transactions to cover Nightly Items, is determined by the day and time the Zelle® transaction is successfully completed. If you send a Zelle® payment, regardless of the type of payment, the time of day or the day of the week, you should assume that those funds are no longer available to pay items.

Zelle® Payments Received BEFORE 6:00 PM Eastern Time on a Business Day:

These funds will be eligible to cover Nightly Items in that day's nightly processing window unless those funds are removed by a transaction, performed by you, in advance of the completion of nightly processing. This means that funds transferred before 6:00 PM Eastern Time, which remain in your account during nightly processing, will be reflected in the balance we use to pay the Nightly Items listed above.

Zelle® Payments Received AFTER 6:00 PM Eastern Time on a Business Day or on a non-Business Day:

These funds will not be available to cover that day's Nightly Items and will instead be available to cover transactions on the next Business Day unless those funds are removed by you in advance of the next nightly processing window. A Business Day is Monday through Friday and does not include Saturdays, Sundays or Federal Reserve holidays.

## 14. PERFORMING A TRANSACTION

You may use Zelle® and Other Payment Services to send, receive and request money from other Users.

- A. **Sending Payments** – You may send money to another User at your initiation or in response to that User's request for money. You understand that use of Zelle® and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it.

When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle®. You agree that you, as a Sender, will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle®. For the Zelle® Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in Zelle® Payment Service. As to the Zelle® Payment Service, if the person you sent money to has already enrolled with Zelle®, either in the Zelle® Standalone Locations (defined in Section 2(H)1 – "Service Introduction") or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services as set forth in "Federal Rules Applicable to Electronic Funds Transfers" Section (H)6 – "Stop Payments for Zelle® and Other Payment Services Payments."

Using the Zelle® Payment Service you may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle®.

Using the Other Payment Services, you may also initiate:

- i. A one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and
- ii. A recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates.

Further details about each of these options can be found on Online Banking and Mobile Banking.

- B. **Receiving Payments** – All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number or Zelle® Tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in “Federal Rules Applicable to Electronic Funds Transfers” (H)6. Stop Payments for Zelle® and Other Payment Services Payments. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

If another person wants to initiate a Payment Instruction (including in response to a Zelle® Payment Request, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle® Payment Request, he, she or you can do that from Online Banking, Mobile Banking, or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service or at a Zelle® Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with your payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through Online Banking or Mobile Banking) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive Zelle® Payment Requests, from others through the Zelle® Payment Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the Sender, because there were not sufficient funds in the Sender's account, or for any other reason, then you hereby authorize us or our

Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

- C. **Requesting Payments** – You may request money from another User through a Zelle® Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a Zelle® Payment Request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of any Zelle® Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle® Payment Requests from other Users, and to only send Zelle® Payment Requests for legitimate and lawful purposes. Zelle® Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle® Payment Requests in general, or to specific recipients, if we deem such Zelle® Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle® Payment Request using the Zelle® Payment Service, you acknowledge and agree that as disclosed on Online Banking or Mobile Banking (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle® Payment Request is sent. Further details about the foregoing can be found on Online or Mobile Banking. You acknowledge and agree that individuals to whom you send a Zelle® Payment Request may not receive, or otherwise may reject or ignore, your Zelle® Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle® Payment Request.

## 15. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

You acknowledge and agree that if your Zelle® Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Zelle® Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further

acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers.

You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into Zelle® and Other Payment Services (including, but not limited to, the Zelle® Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate.

We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

## 16. TAXES

It is your responsibility to determine what, if any, taxes apply to the Zelle® Payment Service transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

## 17. FAILED TRANSACTIONS

If we are unable to complete the Zelle® Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Zelle® Payment Instruction may not be completed.

## 18. RETURNED TRANSACTIONS

In using the Zelle® Payment Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Zelle® Payment Service Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit and in such circumstances, we will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- A. You will reimburse us or our Service Provider immediately upon demand the amount of the Zelle® Payment Instruction if we have delivered the payment to the Receiver but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us or our Service Provider to complete the processing of the payment;
- B. For any amount not reimbursed to us or our Service Provider within fifteen (15) days of the initial

notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Provider;

- C. You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we or our Service Provider cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on Online Banking and Mobile Banking) or your account agreement with us. You hereby authorize us and our Service Provider to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
- D. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you, including the costs of using a third-party collections contractor; and
- E. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

In using Zelle® and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.

## 19. REFUSED TRANSACTIONS

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

## 20. UNCLAIMED FUNDS

Payments not claimed by a Receiver will be automatically cancelled fourteen (14) days after the processing of the payment begins. When a Sender initiates a Zelle® Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Zelle® Payment Instruction initiated or attempted through the Zelle® Payment Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

## 21. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Section A.2 ("Your Maximum Liability for Unauthorized Transfers") of the Electronic Fund Transfer Act Disclosures shall not apply to the Zelle® Payment Service. Immediately following your discovery of an unauthorized Zelle® Payment Service Payment Instruction, you shall communicate with customer care pursuant to Consumer Agreement for Online Services, Section 3 – "Communication Between FNB and You" attached below. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if

we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access Zelle® and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules only apply to Eligible Transaction Accounts used for personal, family and household purposes.

## (I) CREDIT CENTER

### 1. SERVICE INTRODUCTION

The Credit Center enables you to view and track your credit score, credit report and when available, view potential offers (collectively “Credit Information”) within the Credit Center section of Online Banking or Mobile Banking. It is important to note that the credit score we show you in the Credit Center is not the same credit score version we use for credit underwriting. Your credit score as reflected in the Credit Center may be significantly different than the version of the credit score we use for credit underwriting decisions. The credit score displayed within the Credit Center is the VantageScore® 3.0 credit model. The score we use for credit underwriting decisions is the FICO® Auto 08 credit model.

Credit scores and associated educational content are provided solely for your own non-commercial personal educational review, use and benefit. The credit file used to create your credit score is continually updated, and this score may not reflect the most current data on your credit file. You have the right to obtain a free credit report annually from each of the three major consumer reporting agencies. To request a copy of your credit report, please visit: <https://www.annualcreditreport.com>.

FNB is not a credit reporting organization as defined under federal or state law, including the Credit Repair Organizations Act. FNB does not provide “credit repair” service, advice or assistance regarding “rebuilding” or “improving” your credit record, credit history or credit.

### 2. SERVICE PROVIDERS

We are offering you the Credit Center Service through one or more “Service Providers” that we have engaged to render some or all of the Credit Center service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be intended third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. “Service Provider” and certain other terms are defined in Section 1 – “General Terms & Definitions” above.

### 3. SERVICE PROVIDER’S RELATIONSHIP WITH YOU

Our Service Provider is an independent contractor for all purposes, except that they act as your agent with

respect to the Credit Center Service. Your agreement with the Service Provider is outlined in the Service Provider's Terms of Service which you must accept when enrolling for the Service. For purposes of clarity, any conflicting term or definition within the Service Provider's Terms of Service has the meaning determined solely within that Terms of Service agreement and has no bearing on the terms or definitions within this Agreement.

#### **4. HARDWARE OR SOFTWARE REQUIREMENTS FOR THIS SERVICE**

There are no specific hardware or software requirements for the use of this service beyond those required to access the Online Banking or Mobile Banking services.

#### **5. ENROLLMENT**

You may enroll in the Credit Center Service from within Online Banking or Mobile Banking by providing your personal information within the system and by viewing and accepting the Service Provider's Terms of Use and Privacy Policy.

#### **6. AUTHORIZATION FOR THE CREDIT CENTER SERVICE**

In addition to the authorizations you provide to the Service Provider, you further authorize us to display your Credit Information within Online Banking and Mobile Banking. You further understand and acknowledge that in fair and equitable consideration for providing this service, you agree to allow us to use certain information from your credit file in order to make relevant offers to you within Online Banking, Mobile Banking or other contact methods that we deem appropriate.

#### **7. FEES FOR THE CREDIT CENTER**

While we do not currently assess fees for the Credit Center Service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with the Credit Center Service will be outlined in our Consumer and/or Business Fee Schedule and will be communicated to you in advance of the implementation of those fees.

#### **8. OFFERS WITHIN THE CREDIT CENTER SERVICE**

From time to time, we may display offers or promotions within the Credit Center Service based upon information we have on file about your relationship with us as well as information within your credit report. Any such offer or promotion we display within the Credit Center is subject to underwriting approval and is not a firm offer of credit unless otherwise noted. To determine your eligibility for any offer or promotion you must apply for such offer or promotion in the manner disclosed within that offer or promotion. Your interest rate may vary based upon information obtained within our underwriting process. The credit score we use in determining our credit underwriting decision differs from the credit score shown within the Credit Center Service.

(J) FNB DIRECT MOBILE BANKING (“MOBILE BANKING,” “MOBILE APP,” “TEXT BANKING”)

**1. SERVICE INTRODUCTION**

Through FNB Direct Mobile Banking, you can use your supported mobile device to access your accounts, perform transactions or establish alerts through our:

- A. FNB Mobile App – You can access your accounts and perform transactions via our downloadable mobile app (“Mobile App”); our mobile app also includes the capability to deposit checks using your supported device’s camera (“Mobile Deposit”).
- B. Mobile Deposit – The Mobile Deposit service is included in the FNB Mobile App and allows eligible Mobile Banking customers to make certain deposits electronically by using a capture device to create an electronic image of a paper check or other paper source document payable only in U.S. Dollars (“Item”) by scanning the Item and transmitting it and related data to us.  
  
When making a deposit to a qualified FNB account, we may also offer you the option, at our sole discretion, to pay a fee to request expedited funds availability (“FNB Xpress Deposit™”) which will provide you with use of unavailable funds deposited through the Mobile Deposit Service.
- C. Text Banking – You can check your account balances or establish alerts through our Short Message Service (SMS) messaging service (“Text Banking”).

**2. HARDWARE OR SOFTWARE REQUIREMENTS FOR MOBILE BANKING**

In order to use the different types of FNB Direct Mobile Banking you must have the following:

- A. FNB Mobile App – You must have a supported smartphone or other mobile device, access to the Internet and must be able to download and install our Mobile App from the Apple® App Store or Google® Play Store. Requirements for operating systems vary by device and can be found within the Apple App store and Google Play entries for our app. Apple is a registered trademark of Apple, Inc. Google Play and the Google Play logo are trademarks of Google LLC.
- B. Mobile Deposit – As Mobile Deposit is included in the FNB Mobile App you must have all of the items associated with the FNB Mobile App and a camera with the necessary image resolution on your smartphone or other mobile device.
- C. Text Banking – You must have a device with the ability to send, receive and view SMS/text messages. Our participating carriers include (but are not limited to) Alltel, AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless and MetroPCS. We reserve the right to alter this list at any time without notice to you.

### 3. ENROLLMENT

To access your accounts via the FNB Mobile App, you can either enroll directly within the FNB Mobile App or you can enroll in Online Banking. In either case, Your Security Credentials to access the FNB Mobile App will be the same as your Online Banking credentials. Enrolling for one service also enrolls you for the other. Please note, Authorized Users who have been given access to accounts in Online Banking are ineligible for Mobile Banking and will not be able to use their credentials to access these services.

To enroll in Text Banking, you must first enroll in Online Banking and then visit the “Alerts/Mobile Banking” page within Online Banking to enroll in the Text Banking service. You can also enroll in this service within FNB Mobile Banking by accessing the “More” menu. To enroll, you must provide your mobile telephone number. We will then provide you with a verification code which you will receive by a SMS message. After you receive this verification code, to complete your enrollment you must access the “Alerts & Mobile Banking” page within Online Banking to verify the code. Additionally, during your enrollment in Text Banking you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered to you. This program is ongoing and can be stopped at any time by removing your phone from the “Alerts & Mobile Banking” page within Online Banking or by texting “STOP” to 91489.

### 4. RECEIPTS & TRANSACTION HISTORY

You may view up to twenty-four (24) months of your transaction history by logging into Mobile Banking and accessing your transaction history or online statements. Your transaction history or statement will serve as your receipt.

### 5. ELIGIBLE ACCOUNTS

You may access the same accounts through the Mobile App that you have available to you through Online Banking. For Text Banking you will have access to your checking, savings or money market accounts that you have available to you through Online Banking.

Deposits made via Mobile Deposit may be made to your eligible checking, savings or money market savings accounts from remote locations by either scanning or photographing Items and delivering the images and associated deposit information to the Bank.

The CardGuard service will automatically display the debit cards for all account owners for accounts you own and which are available to you within Mobile Banking.

### 6. TRANSACTION TYPES, LIMITATIONS & RESTRICTIONS ON MOBILE BANKING

Limits for how much money you can deposit using the Mobile Deposit service, including limits for the FNB Xpress Deposit™ Service, are established based upon a number of factors including your account type and our experience with you. Your limits may change over time. When you access the Mobile Deposit Service through our Mobile App, we will display to you the daily and monthly deposit limits for your account. The user interface is incorporated herein by reference and is made part of this Agreement. Offers for the FNB Xpress Deposit™ Service are made at our sole discretion.

As outlined in each service section, not all features of Online Banking are available via our FNB Direct Mobile Banking services.

## 7. AUTHORIZATION FOR MOBILE BANKING

By using the FNB Mobile App to deposit a check via Mobile Deposit, you authorize us to deposit these funds into your account as if you had provided us with a hard copy of the check. Unless otherwise noted, these deposits are subject to our standard funds availability policy. If we offered and you accepted an FNB Xpress Deposit™ offer, you agree that your deposit amount will be reduced by the amount of the FNB Xpress Deposit™ fee we displayed and that you accepted during your Mobile Deposit transaction. You understand and agree that any FNB Xpress Deposit™ offer we make is optional and that by rejecting any FNB Xpress Deposit™ offer, your deposit will be subject to our standard funds availability policy disclosed to you when you opened your Account (“Standard Funds Availability”). You agree that the electronic image of the Item or any substitute check, as defined by Federal law, will become the legal representation of the Item for all purposes, including return item processing. Furthermore, making a Mobile Deposit to a consumer banking account is performing an electronic fund transfer which is subject to the Electronic Fund Transfer Act. For specific terms and conditions pertaining to electronic funds transfers, please refer to the Deposit Account Agreement provided to you at the time you opened your account(s). You agree that the image of the check transmitted to FNB shall be deemed an “Item” within the meaning of “Article 4 of the Uniform Commercial Code.”

## 8. FEES FOR MOBILE BANKING

While we do not currently assess fees for the Mobile Banking service in general, there may be fees for your use of certain features within Mobile Banking. We reserve the right to charge fees for Mobile Banking services in the future. In the event we elect to begin charging fees, those fees associated with Mobile Banking will be outlined in our Consumer and/or Business Fee Schedule or disclosed to you within the user interface, or both. Fees for the use of Mobile Banking are separate and apart from any charges that may be assessed by your wireless communication provider for the use of wireless data or for text messages sent to or received from FNB.

If, when making a Mobile Deposit, we offer you the ability to obtain expedited funds availability through FNB Xpress Deposit™ and you accept such offer, you agree to pay the fee disclosed to you within the user interface in return for expedited funds availability. See Section 9 – “Processing Timeframes for Mobile Banking” for more information about the availability of your deposit to cover items in Nightly Posting. You agree that your deposit amount will be reduced by the amount of the Expedited Funds Availability fee. The amount will vary based on the amount of your deposit with the fee representing a percentage of the check amount for checks over \$100.00, or \$2.00 for checks under \$100.00. FNB Xpress Deposit™ is not available for checks under \$20.00. The fees for these transactions are disclosed to you in the user interface of Mobile Banking at the time you establish your deposit. The user interface is incorporated herein by reference and is made part of this Agreement. More information about fees associated with our FNB Xpress Deposit™ Service can be found in our Consumer and/or Business Fee Schedule.

You are responsible for any fees or other charges that your wireless communication provider (“Wireless Carrier”) may charge for any related data or message services, including without limitation for SMS text messaging. Depositing a check remotely using our Mobile Deposit service will use your data plan to transmit images of your Items to us electronically. If we send you an SMS text message or if you send us an SMS text message, standard messaging charges apply per the terms of your agreement with your Wireless Carrier. You may opt out of Text Banking at any time by texting “STOP” to 91489.

If you have been approved for and have accepted the Bank's Overdraft Services and a transaction originated via Mobile Banking, along with other account activity processed in the same Business Day, results in a returned item fee or overdraft fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our Consumer and/or Business Fee Schedule. If you frequently overdraw your account due to Mobile Banking transactions, we reserve the right to terminate your usage of this service.

## 9. PROCESSING TIMEFRAMES FOR MOBILE BANKING

If you present for deposit an Item through our Mobile Deposit service no later than 7:00 PM Eastern Time on a Business Day, we will consider that day to be the day of deposit. If you present for deposit an Item after 7:00 PM Eastern Time or on a weekend or Federal holiday, we will consider that the deposit was made on the next Business Day. Funds will be made available the next Business Day after the day of your deposit unless we offer, and you accept an FNB Xpress Deposit™ offer. Deposits eligible for and subject to our FNB Xpress Deposit Service™ will be credited to your account first, before any other items, such as deposits and withdrawals made the same day.

For the purposes of processing real-time transactions, Mobile Deposits with an accepted FNB Xpress Deposit™ offer will update your available balance immediately upon completion of the Mobile Deposit regardless of the day or time. This means that you will have access to these funds via electronic transactions such as Internal Transfers, ATM withdrawals and ATM/debit card point-of-sale purchases as soon as the Mobile Deposit with an accepted FNB Xpress Deposit™ offer has been successfully completed. **This does not necessarily mean that these funds will be available for the purpose of paying transactions in nightly processing. Nightly processing occurs at the end of every Business Day.** Checks, miscellaneous debits, service charges and fees, returned deposited items, wire transfers, ACH withdrawals, money market withdrawals, account closing withdrawals and loan payments, collectively "Nightly Items," are paid during nightly processing. The availability of Mobile Deposits performed with an accepted FNB Xpress Deposit™ offer to cover Nightly Items is determined by the day and time the Mobile Deposit is successfully completed.

### Mobile Deposits with FNB Xpress Deposit™ performed BEFORE 10:00 PM on a Business Day:

These funds will be eligible to cover Nightly Items in that day's nightly processing window unless those funds are removed by a transaction, performed by you, in advance of the completion of nightly processing. This means that Mobile Deposits made with an accepted FNB Xpress Deposit™ offer before 10:00 PM, which remain in your account during nightly processing, will be reflected in the balance we use to pay the Nightly Items listed above.

### Mobile Deposits with FNB Xpress Deposit™ performed AFTER 10:00 PM on a Business Day, or at any time on a non-Business Day:

These funds will not be available to cover that day's Nightly Items and will instead be available to cover transactions on the next Business Day unless those funds are removed by you in advance of the next nightly processing window. A Business Day is Monday through Friday and does not include Saturdays, Sundays or Federal Reserve holidays.

## 10. PERFORMING A TRANSACTION

You may use the Mobile Deposit Service to deposit most standard bank checks made out to you. Some non-standard checks (i.e., self-contained check mailers) that are not the same size as a standard check, or that do

not confirm to the standard bank check layouts may not be able to be deposited using the Mobile Deposit service. If during the process of depositing a check, we present an offer to you for FNB Xpress Deposit™, you may accept or decline that offer within the User Interface. These offers are made at our sole discretion and are based upon, among other factors, your account type and our experience with you. After capturing your check images through the Mobile Banking app, if the deposit qualifies, we will offer you the choice between Standard Funds Availability at no charge or FNB Xpress Deposit™ availability for a fee. If you accept the offer, the fee will be deducted from your deposited amount.

After you successfully deposit a check using the Mobile Deposit service (including any deposits made with an FNB Xpress Deposit™ offer), you agree to retain and safeguard the original Item for at least fourteen (14) days after you have transmitted the Item images. After fourteen (14) days have passed and you have verified that the funds associated with the Item have been added to your balance, you agree to prominently mark the item as "VOID" and properly dispose of or safely keep the Item to ensure that it is not represented for payment.

You also agree that you will not use Mobile Deposit to deposit any Items that:

- A. Are made payable to persons or entities other than you;
- B. Contain obvious alterations on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Item is drawn;
- C. Were previously converted to a substitute item, as defined in Federal Reserve Regulation CC, or were otherwise cashed or deposited;
- D. Are drawn on a financial institution located outside the United States;
- E. Are remotely created checks, as defined in Federal Reserve Regulation CC;
- F. Are not payable in United States currency;
- G. Are payable to cash;
- H. Are a U.S. Savings Bond, money order, cashier's check or traveler's check;
- I. Do not bear a signature of the person from whom the Item is drawn or lack an issued date;
- J. Are postdated or dated more than 6 months prior to the date of deposit; or
- K. Are prohibited by Bank's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your bank account.

By using the Mobile Deposit service, you represent and warrant to us that:

- A. Any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- B. The information you transmit to us corresponding to an Item contains a record of all applicable MICR-line (the set of numbers at the bottom of the check) information required for a substitute check and the accurate amount of the Item;
- C. The Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- D. The Item was not previously deposited, and no person will receive a transfer, presentment, or

return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;

- E. You will not redeposit through Mobile Deposit any Item previously deposited and returned to you unless we advise you otherwise;
- F. You will employ reasonable security measures sufficient to protect the Item in transmission and storage;
- G. You will only transmit Items that originated as paper Items; and
- H. You will comply with all laws and regulations applicable to you in your use of Mobile Deposit and not use Mobile Deposit for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority.

#### 11. YOUR RESPONSIBILITY FOR CORRECT INFORMATION

You are solely responsible for information or data (including images) that are transmitted, supplied or key-entered by you, your employees or agents. In using Mobile Deposit, you agree that after the Item has been imaged and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other representation thereof. You agree to indemnify us for any claims, cause of action, losses, damages, costs and expenses that result or may arise out of your violation of this provision. You further agree that you shall be solely responsible for the original Items, including storage, retrieval and destruction of the Items.

#### 12. FAILED TRANSACTIONS

When using Mobile Deposit, if the electronic files and/or images transmitted to us with respect to any Item do not comply with our processing requirements for content and/or format, we may, in our sole discretion:

- A. Further transmit the Item and data in the form received from you;
- B. Repair or attempt to repair the Item or data and then further transmit it;
- C. Process the Item as photocopies in lieu of originals;
- D. Process the Item as an ACH transaction; or
- E. Return the data and Item to you unprocessed and charge back your account.

We are not responsible for Items we do not receive or for images that may fail during transmission. An image of an Item shall be deemed received when you receive a confirmation from us that we received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

#### 13. DISPUTED AMOUNTS

You agree to notify us of any suspected errors regarding Items deposited through Mobile Deposit immediately, and to notify us in no event later than 60 days after the applicable FNB account statement is provided to you. Unless you notify the Bank within 60 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct.

## 1. SERVICE INTRODUCTION

CardGuard allows you to use FNB Online Banking and/or FNB's Mobile Banking app to manage your FNB debit card. The CardGuard service is included within Online and Mobile Banking and enables eligible customers with eligible FNB debit cards to block or unblock all debit card transactions, set limits on how and where the card can be used, and opt into card-related alerts.

## 2. CARDGUARD DEFINITIONS

- A. **"Cardholder"** or **"Primary Cardholder"** means someone who is the primary user of the debit card, whose name may or may not be printed on the card, and who has both the authority and responsibility to manage the account.
- B. **"Card Commands"** or **"Commands"** references any debit card controls or alerts you establish using the CardGuard Service.
- C. **"Card Event"** or **"Event"** is a card-related activity triggering an enabled Control or Alert within the CardGuard Service.
- D. **"Merchant Category Code"** means a four-digit number that classifies a business based on the type of goods or services it provides (i.e., Restaurants vs. Gas Stations) which the CardGuard service uses to affect card Commands.
- E. **"Notification"** is a communication to you by electronic means originating from the CardGuard service.

## 3. SERVICE PROVIDERS

CardGuard may enable access to third parties' services and websites, including GPS locator websites, such as Google. By using this service, you agree to the terms and conditions of third-party sites and services accessed via CardGuard. To the extent CardGuard allows you to access these third-party services, FNB and those third parties, as applicable, reserve the right to change, suspend, remove, limit or disable access to any of those services at any time without notice and without liability to you.

## 4. SERVICE PROVIDER'S RELATIONSHIP WITH YOU

Any Service Provider associated with this Service is an independent contractor for all purposes.

## 5. HARDWARE OR SOFTWARE REQUIREMENTS FOR THIS SERVICE

There are no specific hardware or software requirements for the use of this service beyond those required to access the Online Banking or Mobile Banking service respectively.

## 6. ENROLLMENT

While there is no separate enrollment process for the CardGuard™ service, you must be the owner of an eligible account and enrolled in Online and/or Mobile Banking to use this service.

## 7. ELIGIBLE ACCOUNTS

The CardGuard service will automatically display the debit cards for all account owners for accounts you own that are available to you within Online and Mobile Banking.

## 8. TRANSACTION TYPES, LIMITATIONS & RESTRICTIONS FOR CARDGUARD™

Only FNB debit cards linked to accounts you own are eligible for use with CardGuard™. We do not support the ability to manage ATM cards or credit cards. By using this service, you acknowledge the following important limitations:

The actual time between the occurrence of an event ("Event") triggering a selected Control or Alert and the time

the notification of such event is sent to your mobile device ("Notification") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which You are located at that time.

Notifications of Events may be delayed, experience delivery failures or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas. You acknowledge and agree that certain functionality within the Service may not be available for all transactions.

Certain geographic commands or controls may not apply appropriately to attempted transactions where the card is not physically present or where the merchant's actual location differs from its registered address.

Neither FNB nor its third-party service providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of their control. You acknowledge that neither FNB nor its third-party service providers shall be liable to you if you are unable to receive Notifications on your mobile device in your intended area. FNB, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss or failure in the delivery of any Notification; and any form of active or passive filtering.

Neither FNB nor its third-party Service Providers offer debit card rewards as part of this service.

Within the CardGuard Service, you may establish the following Controls subject to the limits described:

- A. Block All Transactions — The Block All Transactions setting does not allow any new ATM or purchase transactions to be made using your card. This setting will not block pending or recurring transactions that you authorized or initiated prior to turning on this setting. You may block or unblock transactions using this setting at any time.
- B. Block Transactions by Amount — This setting allows you to set a maximum allowable per transaction amount for transactions made with your card. Any pending or recurring transactions that you authorized or initiated prior to turning on this setting will not be blocked.
- C. Block Transactions by Location — This setting allows you to block purchases and ATM transactions by geographic location.
  - i. Block All Transactions Outside the U.S. — Enabling this setting will not allow in-store transactions to be made outside of the United States, U.S. territories or U.S. possessions. Internet/online purchases will not be blocked. If a transaction location cannot be determined, it will not be blocked.
  - ii. Block All Transactions by Specific Area — This setting blocks in-store purchases and ATM transactions by geographic location based upon a permitted geographic radius you define within Online or Mobile Banking. In order to determine the location of your transactions, the App uses a geographic approximation to match the general location of your transaction with the selected area. Internet/online purchases will not be blocked. If, for any reason, a transaction location cannot be determined, the transaction will not be blocked.

- D. **Block Transactions by Merchant Type** – This setting blocks in-store purchases attempted at specific merchant categories. All transactions attempted with a card at these merchant categories will be declined. Internet/online purchases will not be blocked. FNB does not assign, maintain or have control over Merchant Category Code (“MCC”) listings. MCCs are defined by Visa and represent a general categorization of that business (i.e., Restaurants vs. Gas Stations) and as such there may be some transactions that are allowed that you may have intended to block and vice versa. For example, if you allow “Restaurant” transactions but block “Entertainment” transactions, depending on the MCC assigned, we may block a transaction conducted at a restaurant within an entertainment venue in this example.

FNB shall have no liability to you based on our failure or inability to block a transaction or for blocking an authorized transaction due to the MCC assignment or based upon inherent limitations of the geographic location service.

Within the CardGuard™ Service, you may opt to view your full debit card number, expiration date and card verification code (CVC). You agree to maintain the security of your mobile device to ensure that this information remains confidential.

Using the CardGuard Service, you may also activate a new debit card and establish or change your debit card’s personal identification number (PIN). You acknowledge and understand that by activating your debit card or establishing/changing your PIN through your mobile device, you agree to the terms and conditions established in the Debit Card Agreement we sent with your physical card.

## 9. AUTHORIZATION FOR CARDGUARD

By using CardGuard™ to establish Controls, you authorize us without limitation to decline transactions that otherwise would have been authorized by virtue of the Cardholder or Authorized User attempting to perform a transaction.

## 10. FEES FOR CARDGUARD

While we do not currently assess fees for the CardGuard™ service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with CardGuard™ will be outlined in our Consumer or Business Fee Schedule.

## 11. PROCESSING TIMEFRAMES FOR CARDGUARD

Due to processing timelines and connectivity speeds, you acknowledge there may be a slight delay between the time that you establish a new Control and when it is effective. If you attempt a transaction too near the time that you establish a Control, the Control may not have been fully processed and transactions may not be blocked or declined as a result.

## (L) DIRECT DEPOSIT SWITCH

### 1. SERVICE INTRODUCTION

FNB provides the Direct Deposit Switch service (“Direct Deposit Switch”) as a tool within Online or Mobile Banking to facilitate the transfer of your automatic payroll disbursement direct deposit (“Direct Deposit”) from one financial institution to your designated, eligible First National Bank account using your employer’s payroll provider or human resources system (collectively “Payroll System”).

## 2. DIRECT DEPOSIT SWITCH DEFINITIONS

- A. "Direct Deposit" means an automatic, electronic transfer of payroll funds into an account at a financial institution.
- B. "Employer" means the person or organization that hires and compensates you for wages or a salary.
- C. "Payroll System" means the system through which you access your employer's human resources or payroll system for purposes of making changes to your direct deposit relationship.

## 3. SERVICE PROVIDERS

We are offering you the Direct Deposit Switch service through one or more "Service Providers" that we have engaged to render some or all of the Direct Deposit Switch service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be intended third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. "Service Provider" and certain other terms are defined in Section 1 – "General Terms & Definitions" above.

## 4. SERVICE PROVIDER'S RELATIONSHIP WITH YOU

Any Service Provider associated with this Service is an independent contractor for all purposes.

## 5. HARDWARE OR SOFTWARE REQUIREMENTS FOR THIS SERVICE

FNB has no specific hardware or software requirements for the use of this service beyond those required to access the Online Banking or Mobile Banking service respectively. To use this service, your Payroll System must be accessible to you through the Internet, and you must have secured access to the Payroll System using a User ID and Password.

## 6. ENROLLMENT

While there is no separate enrollment process for the Direct Deposit Switch service, you must be the owner of an eligible account and enrolled in Online and/or Mobile Banking to use this service. You must also have online access to your Payroll System website.

## 7. ELIGIBLE ACCOUNTS

Using the Direct Deposit Switch service, you may only establish Direct Deposits into eligible FNB consumer Checking, Savings or Money Market accounts owned by you.

## 8. AUTHORIZATION FOR DIRECT DEPOSIT SWITCH

When you complete a Direct Deposit Switch request, you authorize your employer to have your paycheck deposited into your account(s) at FNB.

## 9. FEES FOR DIRECT DEPOSIT SWITCH

While we do not currently assess fees for the Direct Deposit Switch service, we reserve the right to charge a fee in the future. In the event we elect to begin charging fees, those fees associated with Direct Deposit Switch will be outlined in our Consumer or Business Fee Schedule.

## 10. PROCESSING TIMEFRAMES FOR DIRECT DEPOSIT SWITCH

Depending on your payroll schedule, it may take one to two pay periods for a new request or change to existing Direct Deposit instructions to take effect. FNB is not responsible for delays associated with processing your Direct Deposit set up or switch. Processing timelines may vary by employer /payroll provider. You are solely responsible for understanding how these timelines impact the availability of your Direct Deposit. Consult your human resources department or Payroll System for more information specific to your circumstances.

## 11. FAILED TRANSACTIONS

While we strive to ensure the reliability and effectiveness of the Direct Deposit Switch service, we do not control, operate or guarantee the systems, processes or actions of any Payroll System or third-party financial institution.

Accordingly, we are not responsible for any delays, failures, errors or other issues arising from:

- A. Your Employer's or Payroll System's failure or refusal to process the direct deposit change, whether due to technical, operational or policy-related reasons.
- B. Any errors, delays or miscommunications on the part of your employer or Payroll System.
- C. Any disruptions, failures or limitations in third-party systems or networks that impact the functionality of our Services.

You acknowledge and agree that FNB does not have insight into nor control over your payroll schedule and that it may take one or more pay periods for your direct deposit to be switched by your Payroll System to FNB. We shall not be liable for any direct, indirect, incidental, special, consequential or punitive damages arising from or related to the use of the Direct Deposit Switch service, including but not limited to financial losses, fees, missed payments, overdrafts or other banking issues caused by your employer or Payroll System's actions or inactions, including failure to update the Direct Deposit instructions in a timely manner.

By using the Direct Deposit Switch service, you acknowledge and agree that you are solely responsible for gaining access to your Payroll System for purposes of effecting changes to your Direct Deposit relationship and for following up with your payroll provider to confirm any requested changes have been processed along with the associated timing.

## SECTION 3 – COMMUNICATION BETWEEN FNB AND YOU

### (A) CONTACTING FNB VIA TELEPHONE

You can reach a representative of our Customer Contact Center by calling 724-983-4125 or 1-800-555-5455 between 8:00 AM and 9:00 PM Eastern Time Monday through Friday and 8:00 AM to 5:00 PM on Saturday and Sunday except any Federal Reserve holiday.

You also may reach a representative by calling 1-855-237-8042 between 7:00 AM and 1:00 AM Eastern Time for questions and other purposes concerning the Online Bill Payment service, but such telephone calls to this number will not constitute legal notices under this Agreement.

### (B) CONTACTING FNB VIA SECURE MESSAGING

You can send and receive secure messages from within the “Messages” page of Online Banking. To ensure you are sending a secure message click the envelope icon in the top navigation bar of Online Banking and then select “Send us a message.” Do not click the “Contact Us” link.

### (C) CONTACTING FNB VIA CHAT

When available, you may engage our Customer Contact Center via secure chat technology within Online Banking or Mobile Banking. This service will be made available at our discretion and may not be available at all times. We reserve the right to determine, at our sole discretion, the types of requests we will fulfill through this contact method and for certain requests and information we may require you to contact us in a different manner. You understand and agree that we will treat any secure chat session originated through an

authenticated Online Banking or Mobile Banking session as a chat session directly with you and that it is your responsibility to not leave your Online Banking, Mobile Banking or chat sessions unattended.

#### (D) CONTACTING FNB IN WRITING

You can write to us at the address shown on your account statement or:

First National Bank of Pennsylvania  
Customer Contact Center  
3014 East State St.  
Hermitage, PA 16148

Please note that it is best to call us in the event you need to reach us on an urgent matter such as the loss, theft or potential unauthorized use of your Access Devices or accounts.

#### (E) CONTACTING FNB VIA UNSECURE EMAIL

You may contact us by clicking on the “Contact Us” button on our Online Banking Website or within the FNB Mobile Banking app. Alternatively, you may also contact us via email at [FNBcustomerservice@fnb-corp.com](mailto:FNBcustomerservice@fnb-corp.com) regarding general inquiries, issues and/or problem resolution. If you choose to contact us in this fashion you acknowledge and agree that email in general, and these methods in particular are NOT a secure method of communication, and you agree that you will not send confidential information, such as account numbers, card numbers, social security numbers, User IDs or Passwords in an email message to us.

You agree that we are not liable for any disclosure of this information if you choose to disregard this warning and opt to send us confidential information via this method. At our sole discretion we may, but are not obligated to, remove any confidential information you send to us via unsecure email when we respond back to you using unsecure email.

#### (F) NOTICES TO YOU

You agree that we may provide notice to you by posting it within Online Banking, sending you an in-product message within the Online Service, emailing it to an email address that you have provided to us, mailing it to any postal address that you have provided to us, or by sending it as a text message to any mobile phone number that you have provided to us, including but not limited to the mobile phone number that you have listed in your Online Service setup or customer profile.

For example, users of the Online Services may receive certain notices (such as notices of processed Zelle® and Other Payment Services Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed.

You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us. A fee for providing the paper copy of these disclosures may apply. Please consult the “Consumer and/or Business Fee Schedule” for more information. We reserve the right to terminate your use of our Online Service(s) if you withdraw your consent to receive electronic communications.

(G) TELEPHONE CALLS, EMAILS AND TEXT MESSAGES TO YOU

**1. NON-DISCRETIONARY ALERTS & MESSAGES**

By furnishing us with your landline or mobile/cellular telephone number or email address within Online or Mobile Banking, you consent to receiving at this phone number or email address non-marketing, automated or pre-recorded fraud or security related calls including live calls, pre-recorded or artificial voice message calls, text messages, calls made by use of an automatic telephone dialing system, or email messages from us, our affiliates, our Service Providers or our agents (including for identity verification, notification of data security breaches, suspicious account activity, fraud or security alerts, collectively “Non-Discretionary Alerts & Messages”). As further protection for your account, we may provide you certain non-marketing, important informational or business alerts in connection with validating or processing your transaction(s) through our Online Services, or when online changes are made to your account (for example, change in email or home address, telephone number or User ID or Password).

**2. DISCRETIONARY ALERTS & MESSAGES**

At your request, we may send you account alerts and security codes via text messaging (“Discretionary Alerts & Messages”). If you would like to opt out of receiving these Discretionary Alerts & Messages, follow the procedures outlined below for the desired Service. You expressly consent to receipt of a text message to confirm each “STOP” request:

- A. To stop Online or Mobile Banking Alerts, text “STOP” to 91489 from your registered device.
- B. To stop Online Banking Security Alert Codes, text “STOP” to 28369 from your registered device.
- C. To stop Zelle® and Other Payment Services-related texts, text “STOP” to 767666.

**3. CONSENT TO EMAILS AND AUTOMATED TEXT MESSAGES**

You agree to allow us to communicate with you via push notification, SMS Text Message and/or email, with respect to the activities performed via CardGuard. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts.

FNB reserves the right to send administrative and service notifications via emails and/or SMS Text Messages to the email address and/or phone number provided upon enrollment in CardGuard.

If you registered to receive CardGuard Notifications to your mobile device, CardGuard is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. CardGuard is subject to transmission limitations and service interruptions. FNB does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

Additionally, by participating as a User of Zelle® and Other Payment Services, you represent that you are the owner of the email address, mobile phone number, Zelle® tag and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle® tag and/or other alias to send or receive money as described in Section 2(H) – “Zelle® and Other Payment Services Payments.”

By using Zelle® and Other Payment Services, you consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other

Network Financial Institutions or their agents regarding Zelle® and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- A. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service (SMS). Please check your mobile carrier service agreement for details or applicable fees as message and data rates may apply.
- B. You will immediately notify us if any email address or mobile number you have enrolled is surrendered by you or changed by you.
- C. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the Recipient of such emails or automated text messages to send such emails or text messages to the Recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- D. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- E. To cancel text messaging from us regarding Zelle® and Other Payment Services, send “STOP” to 767666. For help or information regarding text messaging, send “HELP” to 767666 or contact our Customer Contact Center at 1-800-555-5455. You expressly consent to receipt of a text message to confirm your “STOP” request.
- F. Supported Carriers: AT&T, T-Mobile, Verizon and others.
- G. Your phone service provider is not the provider of Zelle® and Other Payment Services. Users of the Zelle® Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

#### (H) NOTICES TO US REGARDING ZELLE® AND OTHER PAYMENT SERVICES

Except as otherwise stated below, notice to us concerning Zelle® and Other Payment Services must be sent by postal mail to:

First National Bank of Pennsylvania  
Customer Contact Center  
3014 East State St.  
Hermitage, PA 16148

We may also be reached at 1-800-555-5455 for questions and other purposes concerning Zelle® and Other

Payment Services, but such telephone calls will not constitute legal notices under this Agreement. If you have a problem with a Zelle® and Other Payment Services transaction you may call the above phone number to initiate resolution of your issue.

## SECTION 4 – WARRANTIES & LIMITATIONS OF LIABILITY

### (A) DISCLAIMER OF LIABILITY

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR OUR ONLINE SERVICES AND THE PORTION OF THE WEBSITE THROUGH WHICH THE ONLINE SERVICES ARE OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE USE OF ONLINE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ONLINE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ONLINE SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ONLINE SERVICES OR THE PORTION OF THE WEBSITE THROUGH WHICH THE ONLINE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ONLINE SERVICE OR THE PORTION OF THE WEBSITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTION 7 WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER

RELATING TO THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

#### (B) EXCLUSIONS OF WARRANTIES

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE® MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT SERVICE. ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® PAYMENT SERVICE DESCRIBED OR PROVIDED. ZELLE® DOES NOT WARRANT THAT THE ZELLE® PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® PAYMENT SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

### SECTION 5 – INTELLECTUAL PROPERTY

#### (A) OWNERSHIP OF MATERIALS

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

#### (B) INTELLECTUAL PROPERTY

All marks and logos related to the Online Service with the exception of Zelle® and Zelle® related marks are trademarks or registered trademarks of FNB. In addition, all page headers, graphics, button icons and scripts used within the Online Services are FNB service marks, trademarks and/or trade dress. You may not copy, imitate or use any of the above without our prior written consent, which we may withhold at our sole

discretion, and you may not use them in a manner that is disparaging to the Online Service or FNB or display them in any manner that implies sponsorship or endorsement. All right, title and interest in and to the Online Services, the Online Banking Website through which the Services are offered, the technology related to the Online Banking Website or Online Services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of FNB.

Moreover, any suggestions, ideas, notes, drawings, concepts or other information you may send to us through or regarding the Online Banking Website or Online Services shall be considered an uncompensated contribution of intellectual property to FNB, shall also be deemed the exclusive intellectual property of FNB, and shall not be subject to any obligation of confidentiality on the part of us, FNB. By submitting any such materials, you automatically grant (or warrant that the owner of such materials has expressly granted) to FNB, to our Service Providers and their licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license. “Zelle®” and “Zelle® Network” are a trademarks of Early Warning Services, LLC, or its Affiliates. All other marks and logos related to Zelle® and Other Payment Services are either trademarks or registered trademarks of our licensors. In addition, all page headers, custom graphics, button icons, and scripts used in the delivery of Zelle® and Other Payment Services are service marks, trademarks and/or trade dress of our licensors. You may not copy, imitate or use any of the above without their prior written consent, which they may withhold at their sole discretion, and you may not use them in a manner that is disparaging to Early Warning Services, LLC, the Online Service, or FNB or display them in any manner that implies sponsorship or endorsement. All right, title and interest in and to Zelle® and Other Payment Services, the portion of the Online Banking Website or Mobile Banking Service through which Zelle® and Other Payment Services are offered, the technology related to Zelle® and Other Payment Services Website and Zelle® and Other Payment Services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts or other information you may send to us through or regarding Zelle® and Other Payment Services specifically shall be considered an uncompensated contribution of intellectual property to our licensors, shall also be deemed the exclusive intellectual property of our licensors, and shall not be subject to any obligation of confidentiality on the part of us, our service providers and their licensors. By submitting any such materials, you automatically grant (or warrant that the owner of such materials has expressly granted) to us, to our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

The Zelle® Payment Service may include functionality for uploading photos and other materials or information (“Content”) as part of your User profile, or otherwise. By enrolling to use the Zelle® Payment Service you grant Zelle® and us, along with our respective subsidiaries, affiliates and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform and publicly display your Content

throughout the world in any media for any reason, including to provide promote, and/or incorporate into the Zelle® Payment Service. You retain all rights in your Content, subject to the rights you granted to us and Zelle® in this Agreement. You may modify or remove your Content, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Zelle® Payment Service.

We respect the intellectual property of others and require that users of the Zelle® and Other Payments Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Zelle® and Other Payments Service that is subject to intellectual property rights claims.

If you believe that Content hosted by, posted on or accessible through the Zelle® Payment Service uses your name, voice, signature, image or likeness, or that of your minor child, without your permission and in violation of a legally recognized right of publicity, we encourage you first to contact the User directly about your concerns. If that does not resolve your concerns, you may contact our Customer Contact Center as indicated in Section 3 – “Communication Between FNB and You.”

You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide any of our Online Services.

#### (C) GRANT OF LICENSE

To the extent we or our licensors or Service Providers make any software available to you via download on our Website or through other sites such as the Apple App Store or Google Play Marketplace for use in conjunction with the FNB Direct Mobile Banking service, we hereby grant, and you hereby accept, for the term of this Agreement, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation (“Products”) for use only directly in conjunction with its permitted use of the FNB Direct Mobile Banking service.

### SECTION 6 – SUSPENSION OR CANCELLATION OF SERVICES

#### (A) TERMINATION OF AGREEMENT AND ONLINE SERVICES

We may terminate this Agreement and any Online Service provided hereunder at any time upon ten (10) Business Days’ prior written notice of termination to you. You may terminate any Online Service provided hereunder at any time upon ten (10) Business Days’ prior written notice of termination to us.

If you terminate Online Services, you authorize us to continue making Internal or External Transfers, Bill Payments, Zelle® and Other Payment Services payments or any other transactions you have previously authorized until we have a reasonable opportunity to act upon your termination notice. Any transaction(s) the Online Service has already processed before the requested cancellation date will be completed by the Online Service. Once we have acted upon your termination notice, all scheduled transactions including recurring payments and transfers will not be processed. We reserve the right to terminate or to discontinue support of any software or equipment without written notice.

In the event you wish to cancel your usage of an Online Service, please contact our Customer Contact Center in one of the following manners:

- A. Telephone us at 800-555-5455 during Customer Service hours; or,
- B. Write to us at:

First National Bank of Pennsylvania  
Customer Contact Center  
3014 East State St.  
Hermitage, PA 16148

We may terminate or suspend your access to any or all features of our Online Services at any time without advance notice, for any reason (including reasons unrelated to your bank accounts or your transactions). Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Notwithstanding the foregoing, we reserve the right to change, suspend or discontinue our Mobile Deposit service, in whole or in part, or your use of the Mobile Deposit service, in whole or in part, at any time with twenty-one (21) days' prior notice to you, unless modification or termination is required for security purposes or if you violate this Agreement.

## SECTION 7 – ABOUT THIS AGREEMENT

### (A) 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.

## (B) HEADINGS AND CAPTIONS

The section headings and captions therein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## (C) COMPLETE AGREEMENT

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Online Services and the portion of the Online Banking Website through which the Online Services are offered and supersedes any proposal, prior agreement, marketing or other similar material pertaining to the Online Services delivered to you in writing, verbally or obtained at our Online Banking Website. If there is a conflict between the terms of this Agreement and something stated by an employee, Service Provider or contractor of ours (including but not limited to its Customer Contact Center personnel), the terms of the Agreement will prevail.

## (D) SURVIVAL

Sections 3, 4, 5 and 7 of this Agreement as well as any term governing privacy, the payment of taxes, obligations regarding failed or returned transactions and service providers, in addition to any other terms which by their nature should survive, will survive the termination of this Agreement.

## (E) REMEDIES FOR BREACH

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Online Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, at our sole discretion, reserve the right to terminate this Agreement, access to or use of, the Online Service for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

## (F) INDEMNIFICATION & RELEASES

### 1. INDEMNIFICATION

You agree to defend, indemnify and hold harmless us, our parent and our Affiliates and Service Providers and their Affiliates, officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of:

- A. Your breach of this Agreement and/or your use of our Online Services; or
- B. Any claim pertaining to any warranty or indemnity that we make with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items.

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and

hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.

## 2. RELEASE

You release us, our parent and our Affiliates and Service Providers and their Affiliates, officers, directors, agents, employees, representatives, and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of our Online Services.

In addition, you waive and release any and all provisions, rights and benefits conferred either (i) by § 1542 of the California Civil Code, which reads: "Section 1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;" or (ii) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

## (G) ARBITRATION OF DISPUTES

### 1. GENERAL DISPUTES

You agree that in the event of a dispute, claim or controversy arising between you and us in regard to our Online Services that we will both agree to resolve the dispute by looking to this Agreement. You and we agree that this Agreement is the complete and exclusive statement of the agreement between us and you, which supersedes any proposal or prior agreement, oral or written and any other communications between us and you relating to the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its Customer Contact Center personnel), the terms of this Agreement will prevail.

### 2. ZELLE® AND OTHER PAYMENT SERVICES DISPUTES

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply:

- A. The arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration;
- B. The arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties;
- C. Discovery shall not be permitted;

- D. The matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and
- E. Any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation.

The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

### 3. EXTERNAL TRANSFER DISPUTES

Both parties agree to resolve any dispute or claim between the parties or any of their respective Affiliates or any Service Provider or other intended third-party beneficiary arising under or relating to this Agreement through binding arbitration. Both parties stipulate and agree that this Agreement evidences a transaction in interstate commerce, and that the Federal Arbitration Act applies. The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. The only exceptions to this arbitration agreement are as follows:

- A. We and you expressly agree that under no circumstances shall any dispute or claim arising under or relating to this Agreement be subject to arbitration on a class wide or collective basis. Only the disputes or claims of individual parties may be arbitrated;
- B. We or you may, at the option of the claiming party, pursue any claim in small claims court instead of arbitration, provided that the claim must not exceed \$5,000 or the jurisdictional limit of the small claims court, whichever is less; and
- C. The small claims court must otherwise have jurisdiction of the claim and the parties.

### 4. EXTERNAL TRANSFERS ARBITRATION PROCEDURE

You or we may commence arbitration, at the claiming party's election, administered either by JAMS (formerly known as "Judicial Arbitration and Mediation Services"), or the American Arbitration Association ("AAA"). The arbitration shall take place before a single arbitrator, selected pursuant to the selection procedures in the applicable commercial or consumer arbitration rules of the administrator (JAMS or AAA). The JAMS or AAA rules shall apply subject only to the following exceptions and modifications.

- A. You may, if you wish, commence arbitration pursuant either to:
  - a. The AAA Consumer Arbitration Procedures, or
  - b. The JAMS "minimum standards" for consumer arbitration. In all such consumer arbitrations we will pay the balance of the applicable arbitration administrative fee to the extent required by the JAMS or AAA procedures or standards you have chosen.
- B. You or we (whoever is the party commencing the arbitration) may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If the claiming party selects non-appearance-based arbitration, the parties agree that the following rules shall apply:
  - a. The arbitration may be conducted telephonically, and/or online, or be based solely on written submissions, at the election of the party commencing the arbitration;

- b. The arbitration shall not require any travel or personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
- c. Discovery shall not be permitted.
- C. When we or you (whoever is the party commencing arbitration) do not select non-appearance-based procedures, the parties agree that there shall be no discovery except whatever discovery the arbitrator determines is necessary for fair resolution of the claim or dispute.
- D. Neither we nor you shall seek any award of attorneys' fees, including an award of fees from any Service Provider or other intended third-party beneficiary of this Agreement, in any arbitration claim arising under or relating to this Agreement, except that the arbitrator may award attorneys' fees when (and only to the extent that) the applicable law requires an award of attorneys' fees to the prevailing party.

## 5. EXTERNAL TRANSFERS ARBITRABILITY ISSUES TO BE DECIDED BY ARBITRATOR

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable.

### (H) ALTERATIONS & AMENDMENTS

As part of your use of these Online Services and your affirmative consent you provided when you agreed to receive disclosures electronically, you agree to receive all legally required notifications via electronic means. We may amend this Agreement and any applicable fees and charges for the Online Service at any time by posting a revised version of this Agreement on our Online Banking Website unless the amendment is otherwise required by law or applicable regulation, in which case we will not send you notice of an amendment. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision or required by law. Any use of Online Services after a notice of change or after the posting of a revised version of this Agreement on our Online Banking Website will constitute your agreement to such changes and revised versions. Depositors and customers with overdraft protection line of credit agree to pay the associated usage or monthly fees for these services.

Further, we may, from time to time, revise, update, upgrade or enhance our Online Services and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Online Services, and/or related applications and material, and limit access to only the Online Service's more recent revisions, updates, upgrades or enhancements. We also reserve the right to terminate the Online Services in its entirety.

### (I) WAIVERS

We may waive any term or provision of this Agreement at any time. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on the part of FNB in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**(J) WAIVER OF JURY TRIAL**

BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY INTENDED THIRD-PARTY BENEFICIARY ARISING UNDER OR RELATING TO THIS AGREEMENT.

**(K) WAIVER OF CLASS ACTION CLAIMS**

Both parties agree to waive any right to assert any dispute or claim against the other party or any intended third-party beneficiary arising under or relating to this Agreement as a class action.

**(L) ASSIGNMENT**

We reserve the right to transfer or assign this Agreement or any responsibilities, rights or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold at our sole discretion.

**(M) GOVERNING LAW**

**1. GENERAL PROVISIONS**

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. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. 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. With regard to a dispute solely between you and our Service Providers for the Online Bill Payment Service, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of law provisions. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**END – CONSUMER AGREEMENT FOR ONLINE SERVICES**