



The corporation(s), partnership(s), association(s), sole proprietorship(s) or other non-consumer entity(s) noted on the application for Business Online Banking, having its principal place of business in the continental United States (collectively, the "Business"), in consideration of Northwest Bank ("Northwest") issuing an Online Banking authorization protocol (Company ID, Login ID and Password) and providing access to mobile banking and remote deposit capture services, hereby agrees to be legally bound by the following Terms and Conditions.

1. ACKNOWLEDGEMENT. The Business acknowledges that all accounts associated with the EIN/TIN of The Business will be included in one Online Banking Profile ("Profile"), and that all accounts within that Profile will be fully accessible by anyone having access to the Profile. The Business has authorized Business Administrator rights to access the Profile and to grant others access to the Profile. The Business hereby requests that Northwest issue to the Business Administrator a Login ID and password to provide access to the Profile through Northwest's Online Banking System.

2. ACCESS. The Business understands that the Business Administrator will be able to access account(s) to view balances, account history, statements, and check images, to change delivery preferences (i.e. paper or paperless) for statements and other documents, to transfer funds between accounts, deposit checks, re-order checks, change an address, initiate stop payments, wire transfers, payroll transactions, tax payments, ACH transactions, and pay bills depending on what type of access it has designated for the account(s). The Business also understands that Northwest reserves the right to revoke such access to accounts without prior notification. The Business understands that the actions of its Online Banking users ("Authorized Users") are the full responsibility of the Business. The Business also understands that, based on access rights designated by the Business Administrator or as set forth on a signed and accepted Business Online Banking Multiple Signatures Required Release of Liability Form, Authorized Users may be able to view balances, account history, statements, and check images, to change delivery preferences (i.e. paper or paperless) for statements and other documents, to transfer funds between accounts, deposit checks, re-order checks, change an address, initiate stop payments, wire transfers, payroll transactions, tax payments, ACH transactions, and to pay bills depending on what type of access it has designated for the account(s).

3. EQUIPMENT REQUIREMENTS. The Business will need to provide at the Business's own expense all hardware, software, wireless access, necessary telephone lines, Internet or other connections and equipment needed to access Northwest's Online Banking System and the other services described herein (collectively, the "Equipment") and an electronic mail address. The Business's Internet or other web browser software must support a minimum 128-bit SSL encryption. The Business is

responsible for the installation, maintenance and operation of the Equipment and all related charges. Northwest is not responsible for any errors or failures caused by any malfunction of the Equipment or any "spyware," "virus," malicious code or related problems that may be associated with access to or use of Northwest's Online Banking System or the Equipment. Northwest makes no representation as to the security of any particular network or device. Northwest does not guarantee functionality of Northwest's Online Banking System (including mobile banking) on any particular device. Northwest also is not responsible for any losses or delays in transmission of information the Business provide to Northwest or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing the Business's connection to the Internet or any browser software or mobile device.

4. SECURITY.

- (a) The Business understands that Northwest's Online Banking System is offered in a secure environment (as long as a secure browser is used) in order to afford protection for account numbers, account balances, bill payment information and other company data, which may be transmitted by or to it through the Internet. **The Business agrees to change its Password upon initial access to the system.** The Business agrees that it will designate what the new password will be and that Northwest will not be able to determine what that password is, for security reasons. The Business understands that Northwest requires the use of Symantec tokens for some advanced Online Banking functionality, and agrees to use tokens when applicable. The Business further agrees that Northwest will not be responsible for monitoring transactions to determine if they were indeed made by an Authorized User. The Business agrees that it is responsible for the actions of its Business Administrator the security of its Login ID(s), Password(s) and Token(s), and agrees to properly safeguard this information.
- (b) The Business agrees not to reveal, and will cause its Authorized Users not to reveal, the Login IDs and Passwords to any unauthorized person. The Business shall notify Northwest immediately by phoning 1-877-672-5678 (Option 2) on any Business Day at any time during Northwest's normal business hours, or writing to Northwest at, Northwest Bank, Liberty St., P.O. Box 128, Warren, PA 16365 if it has any reason to believe that the confidentiality of any Login ID or password has been, or may be, compromised in any manner, or if any Symantec token has been misplaced or accessed by an unauthorized user.
- (c) The Business acknowledges and agrees that the Login IDs, Symantec token and passwords provide a commercially reasonable degree of protection in light

of the particular needs and circumstances of the Business. The Business acknowledges that the purpose of the Login IDs, Symantec token and passwords is for verification of authenticity and not for the purpose of detection of errors. The Bank and the Business have not agreed on any procedure for the detection of errors in content or transmission, such errors being the sole responsibility of the Business.

- (d) The Login IDs, and passwords identify and authenticate the Business (including the Business Administrator and Authorized Users) when accounts are accessed. The Symantec tokens identify and authenticate the Business (including the Business Administrator and Authorized Users) when performing select ACH and Wire functions. The Business authorizes Northwest to rely on this authentication procedure to identify the Business when the Business accesses or uses Northwest's Online Banking System, and as signature authorization for any Payment, transfer or other service. The Business acknowledges and agrees that Northwest is authorized to act on any and all communications or instructions received using the Login IDs, regardless of whether the communications or instructions are authorized.
- (e) Northwest owns the Login IDs and Symantec tokens, and the Business may not transfer them to any other person or entity. The Business must discontinue use of the Login IDs and Symantec tokens on Northwest's demand and on termination of this Agreement. If this Agreement is terminated, the Login IDs and Symantec tokens will be deactivated and may not be used to access Northwest's Online Banking System.

5. BILL PAYMENT. The Business understands that online bill payment is provided to the Business for its convenience. The actual payment of such bills is handled by Northwest's Online bill payment partner, Checkfree. Northwest cannot and will not be held responsible for the completion and accuracy of such transactions.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE
By providing Checkfree with names and account information of Billers to whom you wish to direct payments, you authorize Checkfree to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, Checkfree may edit or alter payment data or data formats in accordance with Biller directives.

When Checkfree receives a Payment Instruction, you authorize them 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. You also authorize Checkfree to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

Checkfree will use its best efforts to make all your payments properly. However, they shall incur no liability and any Service Guarantee shall be void if Checkfree is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

If, through no fault of Checkfree, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

The payment processing center is not working properly and you know or have been advised by Checkfree about the malfunction before you execute the transaction;

You have not provided Checkfree with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

Circumstances beyond control of Checkfree (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if Checkfree 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 Biller which does not comply with your Payment Instructions, Checkfree shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

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

The entire Checkfree terms and conditions can be found in the online bill pay help section in online banking.

6. MOBILE BANKING.

- (a) Northwest will use reasonable efforts to make Mobile Banking available for the Business's use on a continuous basis. Mobile Banking may be unavailable for short periods of time for regular or emergency system maintenance. Accessibility to Mobile Banking may be interrupted because of conditions beyond Northwest's control, including outages in Internet availability or any issues related to the Business's ability to connect to the relevant cellular network. Northwest does not promise Mobile Banking will always be available for the Business's use. Northwest may elect to discontinue Mobile Banking at any time.
- (b) Northwest will use commercially reasonable efforts to keep information in Mobile Banking current and accurate. However, account information is not provided on a real time basis, and there may be a delay in the time that transactions are reflected in Mobile Banking. Although Mobile Banking is expected to correctly reflect account activity, it is possible that Mobile Banking may have data errors. In such event, account records maintained by Northwest, which may include information in addition to the information

available from Mobile Banking, are the final and conclusive records for bank accounts. Please see the relevant deposit account agreement for further details.

- (c) Northwest will use commercially reasonable efforts to secure Mobile Banking to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite Northwest's efforts the security of Mobile Banking could be compromised or third parties could introduce malicious code. Northwest will provide the Business with notice if the Business's information is the subject of a security breach involving Northwest's facilities as required by applicable law.
- (d) The Business may cancel the Business's participation in Mobile Banking by texting a STOP command in a message from the Business's registered wireless device or calling Northwest at 1.877.672.5678.

7. MOBILE DEPOSIT.

- (a) **Limitations of Service.** When using the Services, the business may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

Northwest establishes limits that apply to the dollar amount and number of checks that may be deposited using this service. Deposit limits are displayed within the Deposit Check workflow within the mobile app.

- (b) **Eligible items.** The Business agrees to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Northwest is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.
- (c) **Ineligible items.** The Business agrees that the Business will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:
- Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited;
 - Checks containing an alteration on the front of the check or item, or which the Business know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
 - Checks payable jointly, unless deposited into an account in the name of all payees;

- Checks previously converted to a substitute check, as defined in Reg. CC;
- Checks drawn on a financial institution located outside the United States;
- Checks that are remotely created checks, as defined in Reg. CC;
- Checks not payable in United States currency;
- Checks dated more than 6 months prior to the date of deposit;
- Checks or items prohibited by Northwest's current procedures or which are otherwise not acceptable under the terms of the Business's Northwest account;
- Checks payable on sight or payable through Drafts, as defined in Reg. CC;
- Checks with any endorsement on the back other than that specified in this agreement;
- Checks that have previously been submitted through the remote deposit capture service offered by Northwest or any other financial institution

- (d) **Endorsements and Procedures.** The business agrees to properly endorse the check transmitted through the Service. All remote or mobile deposited checks shall include a "restrictive endorsement" beneath your signature. A restrictive endorsement shall state "*for Northwest mobile deposit only*", or language substantially similar. The business agrees and acknowledges all checks deposited via mobile or remote means shall include a restrictive endorsement. Failure to include a restrictive endorsement will result in The Business's liability for all subsequent check presentments. The Business agrees to follow any and all other procedures and instructions as Northwest may establish from time to time. For additional information, please refer to your Deposit Account Agreement that was disclosed at the time you opened your Northwest account(s).
- (e) **Receipt of Items.** Northwest reserves the right to reject any item, at Northwest's discretion, without liability to the Business. Northwest is not responsible for items Northwest does not receive or for images that are dropped during transmission. An image of an item shall be deemed received when the Business receives a confirmation from Northwest that Northwest has received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to the Business's account. Northwest further reserves the right to charge back to the Business's account at any time, any item that Northwest subsequently determines was not an eligible item. The Business agrees that Northwest is not liable for any loss, costs, or fees the Business may incur as a result of Northwest's chargeback of an ineligible item.
- (f) **Availability of Funds.** Deposits submitted and approved prior to 9:00pm (EST) M-F will be available the next business day. Deposits made after 9:00pm (EST) M-F, on Saturdays

and Sundays or bank Holidays will be available in two business days after the date of their deposit.

- (g) **Disposal of Transmitted Items.** Upon the Business's receipt of a notification from Northwest that Northwest has approved an image that the Business has transmitted and it has been processed to my account, the Business agrees to retain the check for at least 45 calendar days from the date of the image transmission. And, the Business agrees never to represent the item. After 45 days, the Business agrees to destroy the check that the Business transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, the Business agrees to promptly provide it to Northwest upon request.
- (h) **Deposit Limits.** Northwest may establish limits on the dollar amount and/or number of items or deposits. If the Business attempts to initiate a deposit in excess of these limits, Northwest may reject the Business's deposit. If Northwest permits the Business to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement and Northwest will not be obligated to allow such a deposit at other times.
- (i) **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Northwest's sole discretion subject to the agreement governing the affected account.
- (j) **Errors.** The Business agrees to notify Northwest of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Northwest account statement is sent. Unless the Business notifies Northwest within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and the Business is prohibited from bringing a claim against Northwest for such alleged error.
- (k) The Business accepts the risk that an item may be intercepted or misdirected during transmission. Northwest bears no liability to the Business or others for any such intercepted or misdirected items or information disclosed through such errors.
- (l) **Image Quality.** The image of an item transmitted to Northwest must be legible, as determined in the sole discretion of Northwest. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Northwest, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

8. FEES. The Business agrees to pay the charges or transaction fees, which are charged by Northwest. Charges or transaction fees may be imposed or changed from time to time and will be deducted from the checking account that the Business has designated for this purpose on the enrollment form.

9. DOCUMENTATION. The Business understands that:

- (a) The Business will receive a monthly statement from Northwest for each account if there is an electronic banking transaction to or from that account in that month. In any case the Business will receive a statement at least quarterly, and,
- (b) If the Business brings its passbook to Northwest, they will record any electronic transactions that were made to its savings account since the last time it was brought in.

10. CUT OFF TIMES FOR ONLINE BANKING TRANSACTIONS.

The Business understands that any transfer, check deposit or Stop Payment request made through the Online Banking System prior to 9:00 PM Eastern Standard Time (EST) M-F, will be posted on the same business day. Any transfer, check deposit or Stop Payment request that occurs after 9:00 PM (EST) M-F will be posted on the next business day. Other Online banking transactions, including Payroll, Collections, ACH Receipts, ACH Payments, Wire Transfers, and Tax Payments posted prior to 4:00 PM (EST) M-F will be processed on the same business day; any transactions posted after 4:00 PM (EST) M-F will be processed on the next business day.

11. SERVICE LIMITATIONS. The Business's ability to transfer funds from certain of the Business's accounts with Northwest's Online Banking System is limited. Federal law requires Northwest to limit the Business to a total of six (6) preauthorized, automatic, Online banking or telephone transfers per monthly statement cycle from the Business's Statement Savings or Money Market Deposit Accounts to the Business's other accounts or to third parties. In the case of Money Market Deposit Accounts, no more than (6) transfers may be made by check, draft or similar item. Transfers from Statement Savings and Money Market Deposit Accounts made through the Northwest's Online Banking System are counted against the six (6) "permissible" transfers. Please see the Business's Account Agreement(s) for more detail about these restrictions. The activities the Business can perform with the Northwest's Online Banking System are further limited by, and are subject to, the terms disclosed in this Agreement.

12. COMPLIANCE. The Business and Northwest agree that all payments, transfers and other transactions through Northwest's Online Banking System will be subject to and will comply with the laws of the United States, including without limitation, any applicable federal and state laws and regulations, the operating circulars of the Federal Reserve System, and the operating rules of networks, associations and systems that Northwest may use from time to time to provide services through Northwest's Online Banking System, each as amended from time to time. The Business acknowledges that no payments, transfers or other transactions through Northwest's Online Banking System will be initiated that violates the laws of the United States.

13. COOPERATION. The Business agrees to cooperate with Northwest in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the remote deposit capture in the Business's possession and the Business's

records relating to such items, transmissions and other transactions.

14. NORTHWEST'S LIABILITY. Unless expressly prohibited or otherwise restricted by applicable law or this Agreement, Northwest's liability is limited as follows: Northwest shall not be liable to the Business or to any third party for performing or failing to perform services through the Northwest's Online Banking System, except for Northwest's gross negligence or willful misconduct in connection with Northwest's performance or failure to perform any services through Northwest's Online Banking System. Without limiting the generality of the foregoing, Northwest shall not be liable for delays or mistakes which happen because of reasons beyond Northwest's control, including without limitation, acts of civil, military or banking authorities, national emergencies, war, riots, unavoidable difficulties with Northwest's equipment, the unavailability of the Northwest's Online Banking System, any errors in information provided through the Northwest's Online Banking System, any difficulties caused by any Internet or other service provider or browser software or any Equipment failure, whether caused by a virus or otherwise. If, for any reason, Northwest is adjudged liable to the Business, the Business's recovery will be limited to the Business's actual damages, in an amount not to exceed six (6) times the total fees and charges paid by the Business to Northwest for access to Northwest's Online Banking System and transactions performed on such system during the calendar month immediately preceding the month in which the event giving rise to Northwest's liability occurred. In no event will the Business be able to recover from Northwest any consequential, special, punitive or indirect damages or lost profits, regardless of whether the Business advised Northwest or Northwest otherwise knew of the likelihood of such losses or damages. The Business agrees that the dollar limitation described in this Section is reasonable, even if the Business's actual damages exceed this limitation.

15. THE BUSINESS'S LIABILITY. The Business is solely responsible for the amount of each payment, transfer or other transaction including fees or other amounts incurred with the Northwest's Online Banking System, even if the Business did not authorize the payment, transfer or other transaction. The Business agrees to indemnify Northwest and hold Northwest harmless from and against any and all losses, liabilities, claims, damages or expenses (including attorneys' fees, court costs and expenses) arising from or related to the access or use of Northwest's Online Banking System. Without limiting the generality of the foregoing, if more than one commonly owned entity comprises the Company, the Business agrees to indemnify Northwest and hold Northwest harmless from and against any and all losses, liabilities, claims, damages or expenses (including attorneys' fees, court costs and expenses) arising from or related to (a) the Business's designation of more than one commonly owned entity as the Company, (b) any breach of the Business's representation that all of the entities comprising the Company have identical ownership, or (c) the transfer of funds from an Account maintained by one entity to an Account maintained by another entity. The entities comprising the Company shall be jointly and severally liable for all obligations arising hereunder.

16. DISCLAIMER OF WARRANTY. THE BUSINESS EXPRESSLY AGREES THAT USE OF THE SERVICES BY ANY

MEANS AND THE COMPUTER IS AT THE BUSINESS'S SOLE RISK, AND THE SERVICES ARE PROVIDED "AS IS," AND THAT Northwest DOES NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

17. AMENDMENTS. The Business agrees that from time to time Northwest may amend or change the terms of this Agreement including amendments or changes to the Northwest Online Banking System or to amend or change the charges for these services. Northwest may do so by notifying the Business in writing of such amendments or changes and use of the Northwest Online Banking System after the effective date of any such amendments or changes shall constitute the Business's acceptance of and agreement to such amendments or changes.

18. DISCLOSURES. The Business hereby acknowledges its rights to use the Northwest Online Banking System under this agreement as well as the terms and agreements originally disclosed to the Business at the time the above listed accounts opened at Northwest, such as the Deposit Account Agreement.

External Account-to-Account ("A2A") Transfer Service – Terms and Conditions

SERVICE DEFINITIONS

"Service" or "The Service" means External Account-to-Account Transfer Service ("A2A Transfer Service") service offered by Northwest through our online banking platform.

"Account" means a checking, money market or savings account. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

"External Account" is the account to which your funds will be credited.

"Sender" means the Transaction Account holder initiating a transfer through the Service.

"Site" means the online banking website through which the Service is offered.

"Transaction Account" is the Account from which your funds will be debited, if applicable, your A2A Service fees will be automatically debited, or to which funds will be returned.

"Transfer Instruction" is the information provided by you to the Service for a transfer of funds to an External Account.

INTRODUCTION – This Terms and Conditions document ("Agreement") is a contract between Northwest (hereinafter "we" or "us" or "our") and you (hereinafter "you" or "your") in connection with the A2A Transfer Service ("Service") offered through our online banking Site. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered. By accessing the Service, you acknowledge that you have read and agree to this Agreement and your Account's Deposit Account Agreement & Disclosure and other disclosures referenced within as provided to you when you opened your Account.

AMENDMENTS – We may amend this Agreement and any applicable fees and charges for the Service at any time by

posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change will constitute your agreement to such changes. Further, we may, from time to time, revise or update the Service and/or related applications or material, which may render all such prior versions of the Service, and /or related applications and material and limit access to only the Service's more recent revisions and updates. We also reserve the right to terminate the Service in its entirety.

OUR RELATIONSHIP WITH YOU – We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not guarantee the identity of any user of the Service including but not limited to Accounts to which you send payments. We reserve the right to audit your compliance with this Agreement and your use of this Service.

ASSIGNMENT – You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right 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.

NOTICES TO YOU – You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, texting a message to a mobile telephone number that you have provided us, or by mailing it to any postal address that you have provided us. For example, users of the Service may receive certain notices such as notice and receipt of transfers as text messages on their mobile device. 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 notices 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 at Northwest Bank, Bill Payment Services, 800 State Street, 2nd Floor, Erie PA 16501. We reserve the right to charge you a reasonable fee to respond to each such request. We reserve the right to close your account if you withdraw your consent to receive electronic communications.

CALLS TO YOU – By providing us with a telephone number including a mobile number, you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes. For example, we may contact you in connection with validating or processing a transaction that you have requested through the Service.

RECEIPTS AND TRANSACTION HISTORY – You may view at least six months of your transaction history by logging into your account and looking at your account transaction history. You agree to review your transactions by this method instead of receiving receipts or confirmations by mail. Transactions initiated by you through the Service will, generally, be processed from the Transaction Account on each Business Day, Monday through Friday at 11:00 AM, 3:00 PM and 4:00 PM depending on when you initiated the transaction. Transactions processed after 4:00 PM will, generally, be processed on the next Business Day. Transaction processing may, generally take one to two

Business Days to complete the transaction into the External Account.

YOUR PRIVACY – Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintain your privacy, as well as our use and disclosure of your information. Our Privacy Policy is available on our Site.

ELIGIBILITY – Not all types of Accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement, savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

ACCEPTABLE USE – You may use the Service to transfer funds as described in section, "TRANSFER AUTHORIZATION AND PROCESSING." You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use. In addition, you are prohibited from using the Service for activities that: (a) violate any law, statute, ordinance or regulation; (b) payments related to illegal gambling, illegal gaming and/or any other illegal activity with an entry or a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, or other ventures that facilitate gambling, games of skill and sweepstakes; (c) violate any property or proprietary right of any third party, including any copyright, trademark or right of publicity or privacy under the laws of any jurisdiction; (d) impose an unreasonable or disproportionately large load on our infrastructure; (e) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (f) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (g) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or Service; (h) may cause us to lose any of the services from our internet service providers, payment processors or other vendors. We encourage you to provide notice to us immediately of any violations of this section or this Agreement. In no event shall we be liable for any claims or damages resulting from or related to your violation of the acceptable uses of the Service or this Agreement. We reserve the right to monitor and remove any comments you post or submit through the Service.

TRANSFER AUTHORIZATION AND PROCESSING – (a) The Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) 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. You represent and warrant that you are the sole owner or joint owner with right of survivorship and not a joint tenant in common of the Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the External Account. Further, you represent and warrant that the External Account is located in the United States. (b) When we receive a Transfer Instruction

from you, you authorize us to 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 in section "SERVICE FEES AND ADDITIONAL CHARGES." 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. (c) We will use reasonable efforts to make all your 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:

1. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described in section "TRANSFER METHODS AND AMOUNTS";
4. You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or External Account information; and/or
5. Circumstances beyond our control such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

It is your responsibility to ensure the accuracy of any information that you enter into the 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 a transfer made to the wrong External 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.

TRANSFER METHODS AND AMOUNTS – We may, at our sole discretion, impose limits on the amount of money you can transfer through our 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 External Account is closed or otherwise unavailable to us.

TRANSFER CANCELLATION REQUESTS AND REFUSED TRANSFERS – You may cancel a transfer at any time until it begins processing as shown in the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account.

STOP PAYMENT REQUESTS – If you as a Sender desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to "ERRORS, QUESTIONS AND COMPLAINTS."

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS – FOR PERSONAL ACCOUNTS ONLY, if you tell us within two (2) Business Days after you discover your password or other means to access your Account has been lost or stolen, your liability is no more than \$50.00 should someone access your Account

through the Service without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the periodic statement was first 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 hospital stay prevented you from telling us, we may in our sole discretion extend the period.

TAXES – It is your responsibility to determine what, if any taxes apply to 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 transfers or for collecting, reporting or remitting any taxes arising from any transfer.

SERVICE FEES AND ADDITIONAL CHARGES – Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. 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 the applicable Account you hold with us, whether a Transaction Account or External Account, for these amounts and any additional charges that may be incurred by you. If we hold both the Transaction Account and the External Account, then you authorize us to deduct such amounts and charges from the Transaction Account. Any financial fees associated with your standard deposits accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSFERS – In using the Service, you are requesting us to make transfers for you from your Transaction Accounts. If we are unable to complete the transfer for any reason associated with your Transaction Account, the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) You may be assessed a fee by us if the 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 your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your Transaction Account by ACH debit; (c) You will reimburse us for any fees or costs we or they incur in attempting to collect the amount of the return from you; and (d) We are authorized to report the facts concerning the return to any credit reporting agency.

ADDRESS OR BANKING CHANGES – It is your sole responsibility and you agree 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 either within the

application or by contacting customer care for the Service. Any changes in your Transaction Account or External Account should also be made in accordance with the procedures outlined within the Service's help files. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate Transaction Account, External Account or contact information.

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

RETURNED TRANSFERS – In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended External Account or void the transfer and credit your Transaction Account. You may receive notification from us.

INFORMATION AUTHORIZATION – Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau.

SERVICE CANCELLATION BY YOU – In the event you wish to cancel the Service, you may telephone us at 1-877-672-5678 during customer care hours and/or write us at:

Northwest Bank
Bill Payment Services
800 State Street
2nd Floor
Erie, PA 16501

Any transfer(s) we have already processed before the requested cancellation date will be completed by us.

SERVICE CANCELLATION, TERMINATION OR SUSPENSION BY US AND OTHER REMEDIES FOR BREACH – If we have reason to believe that you have engaged in any of the prohibited 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 Site or the 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, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason and at any time. Neither termination nor suspension shall affect your ability or obligations under this Agreement or other deposit account agreements you have with us.

DISPUTES – In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement and your Account's Deposit Account Agreement & Disclosure. You and we agree that this Agreement and your Account's Deposit Account Agreement & Disclosure are 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 communication between us and you relating to the subject matter of this Agreement and your Account's Deposit Account Agreement & Disclosure. 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 care personnel, the terms of this Agreement and your Account's Deposit Account Agreement & Disclosure will prevail.

ERRORS, QUESTIONS AND COMPLAINTS – (a) Except as otherwise stated in this Agreement, notice to us concerning the Site or the Service must be sent by postal mail to:

Northwest Bank
Bill Payment Services
800 State Street
2nd Floor
Erie, PA 16501

In case of errors or questions about your transfers or concerning the Service, you should as soon as possible telephone us at 1-877-672-5678 during customer care hours, provided such telephone calls will not constitute legal notices under this Agreement and/or write at:

Northwest Bank
Bill Payment Services
800 State Street
2nd Floor
Erie, PA 16501

(b) If you think your transaction history is incorrect or you need more information about a Service transaction listed in the transaction history, you should notify us immediately. In the notice, you must:

1. Tell us your name;
2. Describe the error or the transaction in question and explain as clearly as possible why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

(c) If you notify us orally, we may require that you send your complaint in writing within ten (10) Business days after oral notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Transaction Account within ten (10) Business days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business days, we may not provisionally credit your Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

NO WAIVER – 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 our part 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.

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us or our licensors. In addition, all page headers, custom graphics, button icons and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant or warrant that the owner of such materials has expressly granted to us 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.

PASSWORD AND SECURITY – If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials, whether intentionally or inadvertently. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in the "ERRORS, QUESTION AND COMPLAINTS" section. See also section "YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS" regarding how timeliness of your notice impacts your liability for unauthorized transfers.

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.

LIMITATION OF LIABILITY – YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE OR SITE

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 SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES OR CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IS ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE 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 THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND CONTRACTORS OF EACH OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THROUGH THE PORTION OF THE SITE 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 THE DEPOSIT ACCOUNT AGREEMENT & DISCLOSURE AND OTHER DISCLOSURES REFERENCED WITHIN AS PROVIDED TO YOU WHEN YOU OPENED YOUR ACCOUNT. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED AND 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 REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED.

COMPLETE AGREEMENT, SEVERABILITY, CAPTIONS AND SURVIVAL – This Agreement and your Deposit Account Agreement & Disclosure and other disclosures referenced within as provided to you when you opened your Account sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered. If any provision of this

Agreement or your Deposit Account Agreement & Disclosure and other disclosures referenced within as provided to you when you opened your Account are held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.