

Somerset Trust Company Electronic Communications disclosure and Consent form and Online and Mobile Banking Service Agreement

Electronic Communications Disclosure and Consent Form

Please read this information carefully. You may want to print and retain a copy for your reference.

This document is provided in accordance with the Electronic Signatures in Global and National Commerce Act.

You have requested use of online services provided by or through Somerset Trust Company (referred to herein as, the "Bank," "we," "us" and other variations thereof). You may enroll in Online Banking, BillPay, Mobile Banking, electronic periodic account statements ("eStatements"), request services and open consumer deposit accounts, apply for a loan request, STC CreditCard Access, Trust Access Online or other online activities, requests, or services offered by or through Somerset Trust Company now or at any time in the future (collectively, the "Online Services").

By utilizing any of the Online Services, you agree that we may, but are not obligated to, send any and all of our communications to you electronically (collectively referred to as "Electronic Communications"). Electronic Communications may include information related to any of the Online Services or other deposit and loan products, services or features or our decisions related to your application, terms and conditions and agreements that govern any deposit account, loan or service we make to you and all related disclosures. Electronic Communications may also include important information that you would otherwise receive from us through the mail (such

as, but not restricted to, notices regarding privacy, changes in terms, and periodic statements, as are required under applicable law).

Your consent to receive Electronic Communications does not automatically enroll you in eStatements. You must complete a separate enrollment for eStatements to stop receiving by U.S. Mail paper account periodic statements. If you enroll to receive eStatements, we will request your consent to permit us to provide communications and information to you in secure electronic form rather than in paper for your selected accounts.

This Electronic Communications Disclosure and Consent Form informs you of your rights when receiving these Electronic Communications. If you do not wish to receive communications electronically from us, you may make your request or application by telephone, or in person at any of our branch locations.

Consent and Acknowledgement. You (including any joint account-holders and co-applicants) acknowledge receipt of this Electronic Communications Disclosure and Consent Form, evidence your intent to be bound by all of the terms contained herein regarding this Electronic Communications above, and consent to the delivery of Electronic Communications via the internet to an e-mail address you designate to receive such Electronic Communications. You also confirm that you meet the Hardware and Software Requirements listed below and are able to access and retain Electronic Communications from us.

Your Consent to Electronic Communications applies to all Electronic Communications that we provide to you in connection with the Online Services, which you, in the past, present or future, have with or receive from us. If you consent to Electronic Communications, we will provide the Electronic Communication on our website or through the Online Services or we will send you an e-mail that informs you when relevant information is available for your

viewing on our website or through the Online Services. That communication will include instructions on how to access the information from our website or through the applications used for the Services. If you have consented to receive Electronic Communications, you may occasionally request a paper copy of the communication from us per our Fee Schedule, which is available through our website at www.somersettrust.com.

Withdrawing Consent. You can elect to withdraw your consent to Electronic Communications at any time by contacting our Call Center toll free at 800-972-1651 during our business hours, by sending a secure message to us using the Online Services, or in person at any of our branch locations during our business hours. The legal validity and enforceability of prior Electronic Communications will not be affected if you withdraw your consent.

Hardware and Software Requirements. To receive Electronic Communications, you must ensure that you are able to receive information electronically and retain it. You must have a computer system with an up to date Internet Web browser (*e.g.*, Chrome, Edge, Firefox, or Safari) capable of 128-bit encryption and Adobe Acrobat Reader®, or a comparable program that can open a PDF, in order to receive disclosures electronically. Adobe Acrobat Reader® is **freely available** for your use to read Portable Document Format (PDF) documents on the Internet. You can download a copy at the following URL: <http://www.adobe.com/products/acrobat/readstep2.html>

The Bank maintains a listing of the current system requirements for the Online Services, which is available at: <https://www.somersettrust.com/Disclosures-and-Forms/Online-Banking-System-Requirements.cfm>

Further, you must have a printer capable of printing any disclosure or statement that are made available on our website or through the applications used for the Online Services and/or emailed to you, if you choose to print

these materials, and/or have the ability to electronically save and visually display on computer screens such documents.

Updating Contact Information. You are responsible for ensuring that we have your current e-mail address for purposes of receiving Electronic Communications. If your e-mail address changes, contact us through the Services or by contacting our Call Center toll free at 800-972-1651 to provide us with updated information through which future Electronic Communications will be received by you. If you fail to notify us of any change in your e-mail address, you agree that we may provide Electronic Communications to you at the e-mail address maintained in our records and provided by you. Any Electronic Communications we send to you will be deemed to have been provided on the date we deliver the e-mail to you.

By clicking below and proceeding to use the Online Services, you acknowledge that you have read and understood the contents hereof, agree to be bound by the terms hereof and consent to receive Electronic Communications, as defined herein. You also agree that you have the required hardware and software necessary to electronically access and print, as needed, or download the Electronic Communications.

Online and Mobile Banking Services Agreement

This Online and Mobile Banking Services Agreement (this "Agreement") is between you and Somerset Trust Company (referred to herein as, the "Bank," "we," "us" and other variations thereof) governing your use of Somerset Trust's Online and Mobile Banking services (together with the add-on and optional services provided within those platforms, all in their current versions and any future services or versions offered by us, the "Services"). The Services permit you to perform a number of banking functions involving your accounts linked to the Service using a personal computer or a mobile Internet-enabled access device. You agree to be bound to the terms and conditions pertaining to the Services and the specific terms and conditions applicable to any specific services, including the Bill Payment service and eStatements service that you elect to use as set out below.

You should carefully read this Agreement, our instructions on the use of the Services as they may exist and may be amended ("Instructions") and our Fee Schedule, which is available through our website at www.somersettrust.com, before you use the Services. If you use the Services or allow another to use the Services on your behalf, you agree to the terms and conditions stated in this Agreement and our Fee Schedule. You must follow all of the Instructions and procedures applicable to the Services covered by this Agreement.

These terms and conditions are in addition to those that apply to any accounts you may have with us, loan or credit agreements, or any other services you obtain from us. These may include your signature card, the account and depositing disclosures, account agreements and disclosures and our fee schedule(s), the terms and conditions of any account, loan or credit agreements, the accompanying schedules and disclosures, and any change of

terms notices. If you have more than one account or other relationship with us, you may "link" the relationships together as we permit. Linked accounts under the Services must have at least one common owner and signer. Any signer, acting alone, must be authorized to access a linked account.

This Agreement does not cover transfers you may make through any of our branch locations, a telephonic individual voice response system (IVR) or through an automated teller machine (ATM). We are providing you with this Agreement in accordance with, and it is subject to, applicable law. Please read this document carefully, as it discusses in detail your rights and responsibilities when enrolling in the Service and when conducting online transactions through the Service.

By clicking below and proceeding to use the Services, you acknowledge that you have read and understood the contents hereof, agree to be bound by this Agreement and the terms and conditions associated with your use of the Services, including any online transactions you initiate through the Services.

We recommend that you print or store an electronic copy of this Agreement and keep it with your records. You may also view this Agreement, at any time, by visiting our website at www.somersettrust.com.

Online and Mobile Banking Service Features and Functionality

The Services include information, communication, and transactions provided to you by us through any non-branch remote channel, including our website, www.somersettrust.com, within our area of service, including, but not limited to Online and Mobile Banking, bill payment, remote deposit, and ACH Origination services.

This list is not exhaustive and we may offer additional services in the future. We may also change the Services at any time by adding, deleting, or changing any feature. We will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. The intent of this Agreement is to cover all online and mobile services offered by us, including future services not specifically identified in this Agreement, in each case regardless of whether you are currently enrolled in any specific service or feature. By using any of the Services, you agree to adhere to this Agreement.

To enroll in to the Services, you must have at least one account with us. In most cases, you may use the Services to gain access to deposit accounts in which you have an unrestricted right to withdraw funds and line of credit accounts in which you have an unrestricted right to borrow money. However, we may deny account access through the Services, restrict account transactions through the Services, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account through the Services, at any time and from time to time as we may determine in our sole and absolute discretion.

Subject to the provisions of this Agreement, if you enroll in the Services, you may have access to the features, which allow you to:

- View current balance and transaction information on your account(s);
- View account history;
- Perform internal transfers between certain account(s) you have with us on either a one-time or recurring basis;
- Download and/or export account history information for use with other systems such as Quicken® and QuickBooks®;
- View check images;

- Perform self-service account maintenance such as stop payments, changing address and phone information, and changing your login ID and password;
- Set-up account alerts and security alerts;
- Receive electronic account statements or eStatements;
- Send secure messages to us regarding the Service;
- Pay bills, perform external transfers between your account(s) with us and accounts at other financial institutions on either a one-time or recurring basis, and make person-to-person payments; and
- Use your mobile device to perform certain mobile banking functions.

Some of the above features may not be available for certain accounts or customers.

In addition to the features set forth above, additional features or modules related to the Services may be offered by us from time to time, in our sole and absolute discretion, including *but not limited to* the following:

- Bill Payment Services ("BillPay"). BillPay allows you to pay your bills and schedule bill payments through the Services. All previously disclosed terms, limitations, conditions, and agreements which govern your account(s) remain fully in effect regarding the account(s). Full explanation and disclosure of BillPay is made at the time of enrollment in BillPay.
- Remote Deposit Capture Services. This service allows you to capture an image of your check and deposit it remotely to your account.
- Card Management Services. This service allows you to manage your debit or credit card(s) issued by us.

- Customer-to-Customer Services. This service allows you to transfer funds to other customers of us.
- Snap Shot. This optional service allows you to view account balances without manually entering a username and password.
- ACH Originations. ACH originations are subject to separate, additional terms and conditions. Full explanation and disclosure of this service is made at time of enrollment for this service. If you are a non-consumer (e.g., organization or business), this service allows you to initiate and approve (with pre-authorization), via Online Banking, ACH transactions that you instruct us to enter into the ACH network on your behalf.
- Wire Transfers. This service allows you to initiate wire transfers of funds electronically, typically from your account(s) to account(s) at other banks, via the Services.
- Desktop Remote Deposit Capture Services. If you are a non-consumer, this service allows you to capture an image of your check and deposit it remotely to your account. Desktop Remote Deposit Capture services are subject to separate, additional terms and conditions, provided with full disclosure and explanation at the time of enrollment for this service.
- Personal Financial Management Services. If you are a consumer, this service allows you to organize and manage your finances by tracking transactions, reviewing expenditures, and creating budgets.

Additional electronic banking services may be added by us from time to time in our sole and absolute discretion. By using these additional services when they become available, you agree to be bound by the terms and conditions associated with such services, as such terms and conditions are provided to you by us.

We reserve the right, without penalty or liability, in our sole and absolute discretion, to withdraw or discontinue any of the Services' features or modules from a customer at any time.

The use of certain features or modules related to the Service may incur fees or other charges. See our Fee Schedule for further information.

Limits on Amounts and Frequency of Online and Mobile Banking Transactions

The number of transfers from accounts and the amounts that may be transferred via Online and Mobile Banking, are limited pursuant to the terms of the applicable Deposit Account Agreement and as otherwise described in this Agreement or in other communications we may provide to you. For a more detailed description of the limits on such transfers, please refer to the applicable deposit account agreement and the Electronic Fund Transfers section of this Agreement.

Your Use of Service

Internet Access Device Requirements

You are responsible for the installation, maintenance, and operation of your device and your software. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate your device or software correctly. We are not responsible for any errors or failures from any malfunction on your device or software. We are not responsible for any device virus-related problems that may be associated with the use of the Services. We are not responsible for your internet access or other data service you use

to connect to the Services. We shall have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur because of your use of your device or the software. WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING YOUR INTERNET ACCESS DEVICE OR THE SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

You are responsible for all internet access fees and/or internet data service fees that you may incur by the use of your phone, wireless, and/or internet service.

Your Login ID, password, and Other Security Procedures

You are required to use a login ID, as well as a password selected by you, to log into the Services. You agree that we may rely on your login ID, password and other security procedures, as further described in this Agreement and as we may modify in our sole and absolute discretion from time to time, to identify and authenticate you when you use the Service (hereinafter, collectively the "Security Procedures"). You agree to adhere to the Security Procedures and protect your login IDs and password to prevent unauthorized use.

You understand these Security Procedures include "enhanced log in security" to access the Services and perform certain transactions as described in this Agreement. Enhanced login security incorporates a multi-part credential for each user of the Services that is in addition to login IDs and password security. It incorporates factor(s) of identity authentication that may include, but is not limited to, additional login security features such as security cookies, Touch ID and other Biometrics and verification of personal information.

Additional required and/or optional Security Procedures may apply to you and/or to different features of the Services. We will execute authenticated transfers or transactions that are in conformity with all Security Procedures and other requirements set forth in this Agreement. We may require additional authentication of any transfer or transaction request. We reserve the right to reject a transfer or transaction request that we cannot properly authenticate.

Except as is more fully discussed in this Agreement, you understand and agree that you are responsible for all transfers and payments made through the Service using the Security Procedures. You also acknowledge and agree that if you permit another party (ies) to use the Security Procedures to access the Service, or otherwise authorize them to use the Service; such permission effectively constitutes a grant of authority to access your accounts pursuant to federal regulations. You further agree that you are responsible for any and all online transactions that any party may make from your account, even if it exceeds your authorization to the party(ies). Subject to the terms of this Agreement, we may follow and comply with any transfer instructions entered into the Service using the Security Procedures.

For joint accounts, each account owner has separate Security Procedures. Each person on a joint account will be liable for all transactions made on that account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

You acknowledge and understand the importance of your role in preventing misuse of your accounts through the Services. You agree that it is your sole responsibility to protect the confidentiality of your account and account number, the Security Procedures, and your personal identification information, such as your driver's license number and social security or tax identification number.

You understand that personal identification information, by itself or together with information related to your account, may allow unauthorized entry and access to your account. Data transfers are encrypted within the Services in an effort to provide transmission security. The Services utilize identification technology to verify that the sender and receiver of transmissions through the Services are appropriately identified by each other.

We will never email you to request your login ID and password or your personal account information over the internet. If you receive such an email, it is fraudulent, so please contact us immediately.

Please observe the following guidelines. Remember that you may be liable for the unauthorized use of your Security Procedures.

- Do not give or disclose any part of your password to anyone, including any Bank employee, particularly while on the telephone or online or while using the Internet.
- Do not leave your account information viewable in an open area accessible by others, including your computer screen.
- Do not send your Security Procedures, or privileged account information over any public or general e-mail system.
- Do not leave your computer or mobile device unattended while you are connected to the Services.
- You should not use a public computer to access the Services. You agree that if you access the Service from a computer other than your own (such as a public computer terminal at a library or internet café); you will not leave the computer unattended while using the Service.

- When you finish your online banking session, use the logout button to exit the Services. It is good practice to use the logout feature with all online services instead of simply closing your browser. 'Logging out' ensures that you are completely logged off the service.
- If other people have access to your computer or mobile device, clear your browser's cache in order to remove copies of web pages that may have been stored temporarily on your system. Refer to your browser's help file for instructions on clearing your cache.

We will not be liable to you for any losses that may result from your failure to follow these security provisions.

Electronic Fund Transfers - Your Rights and Responsibilities (Consumer (*i.e.*, Personal) Accounts Only)

The Electronic Fund Transfer Act (EFTA) and its implementing regulation, Regulation E ("REG E") govern some online transactions through the Service. Parts of this Agreement are disclosures required by REG E. Please read this Agreement carefully because explains your rights and obligations for the transactions listed.

For Consumer Accounts only and not Commercial (*i.e.*, Business or Non-Consumer) Accounts. Use of the Services, including the Bill Payment Service ("BillPay"), is subject to the Electronic Fund Transfer Act. If you are a consumer, in addition to the foregoing, please see the Electronic Fund Transfer Disclosure Statement included in your Deposit Account Agreement or otherwise received when you opened your Deposit Account(s), which also

discloses important information concerning your rights and obligations concerning electronic funds transfers.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may arrange for certain direct deposits to be accepted into your checking, savings, or money market account(s).
- **Preauthorized payments.** You may arrange to pay certain recurring bills from your checking, savings, or money market account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Transfers Made Through the Services - types of transfers, dollar limitations and charges - You may access your account(s) via the Services 24 hours per day using your Security Procedures, or biometric login to:

- transfer funds from your checking, savings, money market or line of credit accounts maintained with us to your other checking, savings, money market or Christmas Club accounts maintained with us;
- transfer funds from your checking, savings, money market or line of credit accounts maintained with the us to other customer accounts maintained with us;
- transfer funds from your checking account(s) maintained with us to an external account owned by you at another financial institution;
- transfer funds from your checking account(s) maintained with us to another individual's account maintained at another financial institution;
- make payments from your checking, savings, money market or line of credit account(s) maintained with us to loan accounts with us;
- make payments from your checking accounts maintained with us to third parties (BillPay) – please refer to our Fee Schedule for applicable charges related to BillPay services;
- get information about:
 - the account balance of your checking, savings, money market, time deposit or loan account(s);

- deposits to your checking, savings, money market or time deposit account(s);
 - withdrawals from your checking, savings, or money market account(s);
 - payments to loan account(s);
 - advances on loan account(s);
- Receive certain account alerts and security alerts;
- Send secure communications to us;
- Locate our ATM and our branch locations.

Please also see **Limitations on dollar amount and frequency of transfers** section regarding limitations that apply to transfers made using the Services.

Limitations on dollar amount and frequency of transfers - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- For security reasons, there may be limits on the dollar amount and number of transfers you can make using the Services.
- For security reasons, there are other limits on the dollar amount and the number of transfers you can make by ATM or by debit card.

FEES

- Please refer to our Fee Schedule, which is available through our website at www.somersettrust.com, for charges and any updates on fees related to the Services and transfers made through the Services.

DOCUMENTATION

- **Periodic statements.** You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings or money market accounts, unless there are no transfers in a particular month. Regardless of the number of monthly transfers on an account, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this Agreement (you may also submit a request via online banking) in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made.
- If you call, we may also require you to put your request in writing and get your written request to us within 14 days after you call.
- Please refer to our Fee Schedule for the amount we will charge you for each stop payment request you give and for revocation of a preauthorized payment out of your account.
- **Notice of varying amounts.** If a preauthorized regular payment will vary in amount from the previous transfer under the authorization or from the authorized amount, the person you are going to pay is required to provide you with written notice, at least 10 days before such payment, stating when such transfer will be made and how much it will be. You may choose instead to get this notice only when the payment

would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

- **Liability for failure to stop payment of preauthorized transfer.** If you submit a request to us to stop one of the preauthorized payments out of your account 3 Business Days or more before the transfer is scheduled and we have received such request, but we do not do stop it, we will be liable for your actual losses related to that transfer.

Financial Institution's Liability

Our liability for failure to make transfers - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you and pursuant to the instruction from you, we will be liable for your actual losses related to that transfer. However, there are some exceptions. We will not be liable, for instance:

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

There may be other exceptions stated in our agreement with you.

Confidentiality

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

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- as explained in our separate Privacy Disclosure.

Unauthorized Transfers and Theft or Loss of Passwords

Consumer liability, Generally – Tell us AT ONCE if you believe any of your login ID, password or Security Procedures have been lost or stolen, or otherwise compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Contacting us by telephone is the best way to minimize your potential losses. Please note that if your account is compromised and we are not timely informed, you could lose all of the money in your account (plus your maximum overdraft line of credit).

Timely Notice Given. If you learn of any loss, theft, compromise, or unauthorized use of your login ID and/or password and inform us within 2 Business Days of learning of such issue, you can lose up to \$50; provided,

such notice to us is given before the end of the 60 Day Period (as defined below) for an issue reflected on such statement.

Untimely Notice Given. If you learn of the loss, theft, compromise, or unauthorized use of your login ID and/or password and you inform us of such issue, but NOT within 2 Business Days of learning of such issue, and if we can prove that we could have stopped someone from conducting such improper transaction or unauthorized use or access if you had informed us, you could lose up to \$500; provided, such untimely notice to us is given before the end of the 60-Day Period for an issue reflected on such statement.

Unlimited Liability Applies. In addition to your liability discussed in the previous two paragraphs, if your periodic statement shows any unauthorized transfers and you fail to inform us of such transfers within 60 days after a periodic account statement was mailed to you or made available via the Services (the "60-Day Period"), you could lose the amount of the unauthorized transfer that occurred after the close of the 60-Day Period and before you provide such notice to us, if we can prove that we could have stopped someone from conducting such improper transaction or unauthorized use or access if you had informed us in time. Because of this potential unlimited liability, you should inform us immediately if you identify or suspect any unauthorized transfers.

Please note that if your delay in notifying us was due to extenuating circumstances (e.g., extended travel or hospitalization), we will extend the time period(s) for notification discussed above to a reasonable period of time.

Additional Limits on Liability for MasterCard branded debit card. You will not be liable for any unauthorized transactions using your MasterCard branded debit card if: (i) you can demonstrate that you have exercised

reasonable care in safeguarding your card and related information from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

MasterCard is a registered trademark of MasterCard International Incorporated.

Contact in the event of unauthorized transfer – If you believe your login ID and/or password has been lost or stolen call or write us at the telephone number or address listed in this Agreement. You should also call the number or write to the address listed in this Agreement if you believe a transfer has been made using the information from your check without permission.

Phone: 1-800-972-1651 (toll free) or 1-814-443-9200
US Postal: Somerset Trust Company
ATTN: Online Banking
PO Box 777
151 West Main Street
Somerset, PA 15501

“Business Days” are defined as Monday through Friday excluding Federal Holidays

Error Resolution Notice

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this Agreement, as soon as you can, or if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us a description of the suspected error in writing within 10 Business Days.

Within 10 Business Days (20 Business Days if the transfer involved a new account) after you inform us of the potential error, we will determine whether an error occurred and, if an error occurred, will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate the suspected error. If the investigation of the suspected error will take longer than the 10 Business Day or 20 Business Day window, as applicable, we will provisionally credit your account within such 10 Business Day or 20 Business Day window, as applicable, for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ultimately determine that an error did not occur, you acknowledge that we will remove such amount of provisional credit that had been placed on your account. If we ask you to put a description of the suspected error in writing and we do not receive it within 10 Business Days, we may decide not to credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each account owner already has an established account with us before this account is opened.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may request copies of the documents that we used in our investigation by writing or via telephone at to following:

SOMERSET TRUST COMPANY
PO BOX 777
SOMERSET PA 15501

Phone: 800-972-1651

"Business Days" are defined as Monday through Friday excluding Federal Holidays.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Periodic Statements

Your transactions completed in or through the Services will be indicated on monthly statements we provide or make accessible by U.S. Mail delivery service or via online eStatements. eStatement is your electronic account statement provided through the Services, if you opt-in to that feature. The eStatement is the same as your regular monthly paper statement. We will not provide your statement information to you in electronic form unless you have authorized us to do so. If you authorize us to provide you with an electronic statement, we will have notified you of the appropriate regulatory disclosures when you enrolled in eStatements. You agree to notify us promptly if you change your address or email address or if you believe there are errors or unauthorized transactions in any statement or statement information.

Availability of the Services

The Services are generally available twenty-four (24) hours a day, seven (7) days a week. Occasionally, system maintenance processes may require us to take the Services down. If that is the case, we will provide advance notification whenever possible.

Customer's Responsibility

You must have enough available money or credit in any account from which you instruct us to make a transfer, or for you to engage in any other transaction involving the transfer of funds at the time of any such transfer.

You are responsible for all transactions you authorize or make using the Services, including any transactions that you may unintentionally or inadvertently authorize or make, and any losses, charges, or penalties incurred as a result. If you permit other persons to use the Services or your access device(s), you are responsible for any transactions they authorize from your deposit and credit accounts, including any losses, charges, or penalties incurred as a result.

You are fully obligated to us to provide sufficient funds for any transfers you make or authorize to be made. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by applicable law and the terms of any other relevant agreements. In any event, you shall remain liable for any insufficient funds.

Please see Fee Schedule for fees associated with insufficient funds transactions and overdrafts.

Joint Accounts

The provisions of this section apply if any of your accounts with us is a jointly owned account. As a holder of a joint account, you are jointly and severally liable under this Agreement. Each of you, meaning each joint owner, acting alone may perform transactions, obtain information, stop, or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access accounts for which you are an owner or authorized user.

Each joint owner individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of the joint owners or is otherwise authorized to use the Services to access or transact on the account. Each joint owner agrees to indemnify us and hold us harmless from any liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

For any account that requires two (2) or more signatures to make withdrawals, transfers, or transactions, we will require additional authorization from all authorized signors to transact on such account through the Services. Until we receive such authorization, accounts requiring two (2) or more signatures will be eligible for viewing activities only on and through the Services.

Mobile Banking

You may enroll in Mobile Banking to access financial services and products and the functions now, or in the future, made available by us, using a mobile device. Not all accounts are available through Mobile Banking, and not all features of Mobile Banking are available for consumers as well as non-consumers. To use Mobile Banking, you must have an Apple iOS or Android mobile device, which may be a mobile phone, tablet or other equipment with the mobile carrier, operating system, data plan, software and hardware that meet our System Requirements.

Minimum hardware and software requirements: The last two versions of iOS or Android OS version 7.0 or higher. Once you download the appropriate application associated with your mobile device and complete the registration process, you can start using Mobile Banking. If you use an additional handheld mobile device other than your primary mobile device to access Mobile Banking, all SMS text messages originating from Mobile Banking will be sent to the mobile device you entered when registering for Mobile Banking. *It is your responsibility to provide us with accurate, complete and current information about you and your mobile device (including its phone number and your email address), and to notify us immediately if any of this information changes or if service to your mobile device is terminated.* We reserve the right to refuse or cancel your registration for Mobile Banking if we cannot verify information about you and/or your mobile device, in our sole and absolute discretion.

Mobile Banking Formats

Mobile Banking permits you to use a mobile device to perform certain transactions associated with your eligible accounts with us. Mobile Banking

may be provided in one or more formats or mechanisms, including without limitation, via the mobile web or the downloadable application. The “downloadable mobile application” component allows you to download the Mobile Banking application associated with your mobile device. The “mobile web” component of this feature of Mobile Banking may be used to access your Mobile Banking accounts via our Mobile Banking website from any web-enabled mobile device.

We may send to you, by SMS, only those communications directly relating to Mobile Banking, including without limitation, welcome messages, information, alerts, surveys and other requests for information, to the extent permitted by and in accordance with applicable law and to the extent consistent with our privacy policy. We will not send you advertisements or promotions by SMS. We, or our affiliates, may send you by email and/or by other methods of communication relating to Mobile Banking including, without limitation, advertisements and/or promotions to the extent permitted by and in accordance with applicable law and to the extent consistent with our privacy policy.

Limitations on Mobile Banking Transactions

- Dollar and frequency limitations on transfers and transactions. We reserve the right to limit the frequency and dollar amount of internal transfers, external transfers and/or mobile bill payment transactions initiated via your mobile device for security reasons. Those limits are the same as those that apply to transactions initiated via Online Banking and all transactions conducted through the Services are taken together in applying such limits.

- Mobile device limitations. Mobile Banking and some mobile banking transactions may not be available on all types of mobile devices. You also understand and agree that Mobile Banking requires that your mobile device maintain a network connection and may not be accessible or may have limited utility over some mobile networks, at certain times and in certain locations.

Standard Messaging Service Charges

Any fees and charges that may apply to Mobile Banking will be set forth in our Fee Schedule and are separate and apart from any other charges that may be assessed by the provider or carrier of your mobile communication services for text messages sent to or from us. You understand that the standard data and text messaging rates charged by the carrier providing service for your mobile device apply when you use your mobile device to enroll in and use the Services.

Your Responsibilities

You represent and agree to the following by enrolling in or using the Services:

1. Account ownership/accurate information. You represent that you are the legal owner of the accounts and other financial information that may be accessed via the Services. You represent and agree that all information you provide to us in connection with the Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Services. You agree not to

misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

2. User security. You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using the Services. You agree not to leave your mobile device or computer system unattended while logged into the Services and to log off immediately at the completion of each access by you. You agree not to provide your login ID, password or other access information to any unauthorized person. If you permit other persons to use your mobile device, computer system, login information, or other means to access the Services, you are responsible for any transactions they authorize. We will not be liable for any damages resulting from your failure to follow the above precautions. You agree not to use any personally identifiable information when creating shortcuts to your account. We make no representation that any content or use of the Services is available for use in locations outside of the United States. Accessing the Services from locations outside of the United States is at your own risk.
3. User conduct. You agree not to use the Services or the content or information delivered through the Services in any way that would:
 - a. infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in any software associated with the Services;
 - b. be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity;
 - c. violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer

protection, unfair competition, anti-discrimination or false advertising);

- d. be false, misleading or inaccurate;
- e. create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers;
- f. be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- g. potentially be perceived as illegal, offensive or objectionable;
- h. interfere with or disrupt computer networks connected to the Services;
- i. interfere with or disrupt the use of the Services by any other user; or
- j. use the Services in such a manner as to gain unauthorized entry or access to the computer systems of others.

Optional Account Alerts

The Services provide optional, voluntary account and security alerts associated with certain modules of Online Banking and Mobile Banking that must be activated by you. Account alerts allow you to choose alert messages that are account-based or date-based. We may add new alerts from time to time, or cancel old alerts. Each alert has different options available, and you may select from among these options upon activation of your alerts service.

Voluntary alerts are subject to the following:

1. Online and Mobile Banking electronic alerts will be sent to the email address or mobile device identified by you via the alerts section of Online and Mobile Banking. If your email address changes you are responsible for updating that information via Online and Mobile Banking, and such change (s) will take affect within 24 hours.
2. You understand and agree that your alerts may be delayed or prevented by a variety of factors. We will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert.
3. You agree that we are not responsible for any costs or fees incurred resulting from alerts directed by you.
4. You understand that alerts are not encrypted. We will never include your login ID or password or full account number(s) in any alerts to you. However, alerts may include your name and some information about your accounts, depending upon your selection of specified alerts.

Notices and Communications

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail them to the last known address that we have on file for you. Alternatively, we may make such notices available to you

through the Services or at the last known e-mail address that we have for you in our records, which notices shall be effective when we transmit them to you.

Any notice, communication, or document concerning this Agreement or the Services that you send us, by U.S. Mail to the address specified in the Agreement or through the Services, will not take effect until we receive it, and have reasonable time to act on it.

Please know that general or public e-mail transmissions outside of the Services are not secure. Therefore, do not send us or ask us for confidential or sensitive information, such as your login ID, password, account numbers, or financial information over any general or public e-mail system.

Address changes. It is your responsibility to ensure that your contact information including addresses, both U.S. Postal and email, and phone numbers are accurate. You may update your contact or profile information via the secure messaging section of the Services. We will not be responsible for any BillPay processing errors or fees incurred resulting from incorrect contact information that we have on file for you.

Recording and Obtaining of Information

You agree that we may record any information, messages, or phone conversations you have with us regarding the Services covered by the Agreement. However, we are not obligated to do so and may choose not to in our sole and absolute discretion.

Amendment of This Agreement

**[EFTA AND REG E APPLY TO CONSUMER (*i.e.*, PERSONAL) ACCOUNTS
ONLY
AND NOT COMMERCIAL/NON CONSUMER (*i.e.*, BUSINESS)
ACCOUNTS]**

Where the EFTA and REG E apply, we may amend this Agreement at any time by sending notice to you by U.S. Postal Mail or to the extent permitted by law, by electronic communication through the Services, at least twenty-one (21) days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

- Increased fees for the customer;
- Increased liability for the customer; fewer types of available electronic fund transfers;
- Stricter limitations on the frequency or dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within thirty (30) days of making the change permanent.

If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Your continued use of the Services is your agreement to any amendment(s) of the Agreement.

Assignment

Without notice, we may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party.

Conversely, you cannot transfer any of your rights and obligations under this Agreement or with respect to the Services to anyone else. Any transfer of any of the rights and obligations under this Agreement or with respect to the Services will be void and shall constitute a default, and we may exercise any rights or remedies against you.

Termination

This Agreement may be terminated by either of us upon giving written notice of the termination to the other party, upon which your access to and use of the Services would cease. If you terminate your use of or access to the Services, you authorize us to continue making transfers that you may have previously authorized and continue to charge any applicable fees until we have had a reasonable opportunity to act upon your termination notice.

Notwithstanding the foregoing, we reserve the right to suspend your use of the Services without notice and in our sole and absolute discretion.

No Waiver

We shall not be deemed to have waived any of our rights or remedies unless such waiver is in writing and signed by us. No delay or omission on our part in exercising our 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.

Governing Law

Regardless of where you live or work or where you access the Services, this Agreement and your use of the Services will be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania and the federal laws of the United States of America.

If any part of this Agreement conflicts with applicable law, the law will control, and this Agreement will be considered changed to the extent necessary to comply with it.

Enforcement

In the event either party brings legal action to enforce the Agreement or collect fees or overdrawn funds on accounts accessed or Services used under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, or any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the Commonwealth of Pennsylvania, if allowed by applicable law.

Severability

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

FEE SCHEDULE

Online and Mobile Banking services fee: No additional account charges or fees.

Bill Payment service fees: BillPay fees may be assessed based on the services provided. They will be displayed to you online at the time you enroll in BillPay. You agree to pay such charges and authorize us to automatically charge your primary bill payment account for these amounts and any additional charges that may be incurred by you.

Mobile Banking service fees: No additional account charges or fees.

ACH Origination service fees: Full explanation and disclosure of ACH origination fees are made at the time of enrollment for ACH Origination services.

Desktop Remote Deposit Capture (Office Teller) service fees: For non-consumer customers, full explanation and disclosure of Remote Deposit Capture service fees are made at the time of enrollment for Remote Deposit Capture services.

Wire service fees: Standard wire fees apply. Please refer to our Account Fee Schedule.

We reserves the right to modify service charges at any time with 30 days written notice to you. Any existing fees associated with your accounts will continue to apply.

You are responsible for any text messaging, data usage and internet access fees and/or service fees that may be assessed by your telephone or data provider or your Internet access or Internet service provider.

By clicking below and proceeding to use the Services, you acknowledge that you have read and understood the contents hereof, agree to be bound by the terms and conditions hereof and consent to receive Electronic Communications, as defined above in the Electronic Communications Disclosure and Consent Form. You also agree you have the required hardware and software necessary to electronically access, print, as needed, or download the Communication. You acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of the Services, including any online transactions you initiate through the Services.

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