

Union Community Bank Online Banking Agreement and Disclosure

The following terms, conditions and disclosures govern your use of the Union Community Bank Online Services and Union Community Bank Online Bill Payment Services. As used in this disclosure, “accounts” refer to all the deposit and loan accounts that you have with us. The “Bank”, “we”, “us” and “our” refer to Union Community Bank, its authorized agents and assigns. “You” and “your” refer to all of the accountholders or any of them. “Transactions” refer to all transfers, payments, withdrawals, deposits, and other transactions made to or from your accounts via the Union Community Bank Online Banking and Union Community Bank Online Bill Payment Services described in this disclosure. “User ID” and “Password” refer to the codes used to initiate inquiries and transactions on your accounts.

1. Eligibility for Services

To be eligible for Union Community Bank Online Banking Services you must maintain a checking account or savings account. To be eligible for Union Community Bank Online Bill Payment Services you must have a checking account.

2. Account Access

You may use your User ID and Password in conjunction with the Online Banking Services and Bill Payment Services to:

- (a) Obtain balance information and transaction activity for your designated accounts.
- (b) Transfer funds between your designated accounts.
- (c) Pay bills directly from your checking account in the amounts and on the days you request.
- (d) Place a stop payment on your accounts.
- (e) Send electronic mail to Union Community Bank.

3. Accessible Accounts

Through Union Community Bank Online Banking Service you can access your Checking, Savings, Money Market and Certificate of Deposit account(s) and Installment, Line of Credit and Mortgage Loan account(s). You can use our Bill Payment Services to access and pay bills from your designated checking account.

4. Equipment Requirements

Union Community Bank Online Banking Services can be used with a personal computer equipped with Internet access.

The table below includes the browsers and operating systems approved to meet security and application requirements:

Operating System	Microsoft Internet Explorer	Apple Safari®	Mozilla Firefox®	Google Chrome™
Windows Vista®	9.0	4.0, 5.0	35.0, 36.0	38.0, 39.0
Windows 7	10.0, 11.0	N/A	35.0, 36.0	38.0, 39.0
Windows 8	10.0	N/A	35.0, 36.0	38.0, 39.0
Windows 8.1	11.0	N/A	35.0, 36.0	38.0, 39.0
Mac OS X 10.9 (Mavericks™)	N/A	7.0	35.0, 36.0	N/A
Mac OS X 10.10 (Yosemite™)	N/A	7.0	35.0, 36.0	N/A
iPad®	N/A	7.1	N/A	N/A
iPad® mini	N/A	7.1	N/A	N/A

Note: Cookies and JavaScript must be enabled.

5. Transfers

You agree not to make transfers for more than your available account balance. You agree that a transfer made via Online Banking shall constitute a valid charge against your account.

6. Limitations on Frequency and Amount of Transactions

- (a) You may make an unlimited number of transfers to and from your designated accounts, for which you have unlimited withdrawal privileges, 24 hours a day, 7 days a week. There is no limitation on the dollar amount of such transfers.
- (b) Federal regulations limit pre-authorized, automatic, telephone and other transfers from savings and money market accounts for a total of 6 per statement cycle per account. For money market accounts, transfers are considered those made by check, draft, debit card or similar order payable to third parties.

7. Online Bill Payment Services

- (a) You agree to schedule bill payments (“transmit date”) at least 6 business days before the due date, not including any grace period.
- (b) You agree to provide us with the correct payee, name, address, account information and payment amount for all creditors to which we will make automatic payments.

- (c) You agree to maintain sufficient funds in your checking account to cover all automatic bill payments on the payment transaction date you have requested.
- (d) You agree to pay an ACH returned item charge when using bill payment services if sufficient funds are not available to pay specified bills.
- (e) You understand that alimony, child support or other court-directed payments or tax payments are prohibited under this agreement.
- (f) You authorize the bank to make payments to creditors for you, as you may authorize from time to time. You also authorize us to post such payments to your checking account.
- (g) We will use reasonable effort to ensure that payments reach creditors on time, but you understand that we cannot guarantee the time a payment will be posted by a creditor. We will use reasonable effort to see that creditors reverse any service fee or late charge that is related to a payment process error caused by us. You agree that we will not be responsible for any loss or penalty that you may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your checking account.

8. Limitation on Bill Payments

- (a) The minimum payment amount is \$1.00. The maximum amount per single payment is \$9,999.99.
- (b) There is no limit to the number of bills which you may pay.
- (c) Online Bill Payment has limited ability to research any issue that may arise from payments made to U.S. government agencies due to the government's strict adherence to the Consumer Privacy Act. Online Bill Payment will not be responsible for any late fees or penalties that may be incurred by these types of payments.
- (d) We reserve the right to refuse to pay any person or entity to which you may direct a payment. We will notify you promptly if we decide to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay alimony, child support or other court-directed payments or tax payments, which are prohibited under this Agreement.

9. Daily Posting Deadlines

You may schedule a transfer or bill payment to be processed up until 9:00 p.m. EST each business day.

10. Fees

Please refer to our Fee Schedule for current fees applicable to Online Banking and Online Bill Payment.

11. Electronic Delivery of Disclosures

Applicable laws and regulations require that we provide certain disclosures and

other information about your accounts and your relationship with us in writing. You agree that we may provide these disclosures to you in an electronic format at this site and that such disclosures shall be deemed to be "in writing" for the purposes of the applicable laws and regulations. We encourage you to print and/or download these disclosures for future reference.

If you do not consent to receiving the Union Community Bank Online Banking Agreement and Disclosure in electronic form or if you withdraw consent or otherwise wish to receive a free paper copy, please call us at 1-717-492-2222. Your first use of Union Community Bank Online Services confirms acceptance of the terms and conditions included in the Union Community Bank Online Banking Agreement and Disclosure.

12. Affected Accounts

You agree that any deposit or loan accounts on which you are listed as an individual or joint account holder will be subject to this agreement and the transactions it describes. You agree that this will apply to deposit and loan accounts you have with us now and in the future.

13. Consumer Liability

You should not disclose your User ID or Password to any other person. These Codes are for your personal use and should be kept confidential by you. We may require you to change these Codes periodically. Contact us immediately if you believe someone has obtained your Codes or may have access to your accounts without your permission. Telephoning us at 717-492-2222 is the best way of minimizing your losses.

For unauthorized transactions you could lose all of the money in your account. However, if you tell us within 2 business days after learning of the loss, you can lose no more than \$50 if someone used your Codes without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Codes, and we can prove we could have stopped someone from using your Code if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, such as a long trip or hospital stay, we will extend the time period.

14. Contact in the Event of Unauthorized Transfers

If you believe your Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please call or write

to us at:

717-492-2222
Union Community Bank
PO Box 567
Mount Joy PA 17552-0567

15. Business Days

For purposes of this disclosure, our business days are Monday through Friday. Saturday, Sunday and holidays are not included.

16. Confidentiality

We will not disclose information to third parties about your account or the transactions you make, except under the following conditions:

- (a) Where it is necessary for completing transactions.
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- (c) In order to comply with government agency or court orders.
- (d) If you give us your written permission.

17. Documentation of Transactions

- (a) If you have arranged for a preauthorized transfer to your account at least once every 60 days from the same person or company, you can call us at 717-492-2222 to find out whether or not the transfer occurred.
- (b) You will receive a monthly statement for each account if there is an electronic banking transaction to or from that account in that month. If there is no transaction, you will get a statement at least quarterly.

18. Right to Stop Payment and Procedures for Doing So

If you told us in advance to make regular preauthorized payments out of your account you can stop any of these payments by calling us at 717-492-2222. We must 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 it to us within 14 days of your call.

If you have scheduled a bill payment you may cancel any of these payments via the Online Bill Payment Service up to 9:00 p.m. EST on the transmit date. Once 9:00 p.m. EST on the transmit date has passed you may call our Telephone Banking Center at 717-492-2222 for assistance.

Stop-Payment Requests

You may initiate stop-payment requests online only for paper checks you have written (non-electronically) on your Union Community Bank accounts (not bill payer paper drafts.) To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. Stop-payment charges for bill payment paper drafts may be assessed in addition to the stop-payment charges for the applicable account.

19. Notice of Varying Amounts

If these regular preauthorized payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it 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.

20. Liability for Failure to Stop Payment on Preauthorized Payments

If you order us to stop one of the preauthorized payments 3 or more business days before the transaction is scheduled and we do not do so, we will be liable for your losses or damages.

21. Our Liability for Failure to Make Transactions

If we do not complete a transaction to or from your account on time in the correct amount according to our agreement with you, we will be liable for your losses or damages. However there are some exceptions. We will not be liable for instance:

- (a) If through no fault of ours, you do not have enough money available in your account to make the transaction.
- (b) If the transfer would go over the credit limit on your overdraft line (if any).
- (c) If a machine or system was not working properly and you knew about the breakdown when the transaction was started or before the transaction was scheduled to occur.
- (d) If circumstances beyond our control (such as fire, flood or a mechanical or electrical failure) prevent the transfer despite reasonable precautions that we have taken.
- (e) If the money in your account is subject to a funds availability hold, legal process or other encumbrance restricting transfers.
- (f) There may be other exceptions not specifically mentioned above.

22. In Case of Error or Questions About Your Electronic Transactions

If you think there is an error on your statement or receipt, or you have a question about your electronic transactions you may telephone or write to us at:

717-492-2222
Union Community Bank
PO Box 567
Mount Joy PA 17552-0567

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and account number (if any).
- (b) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (c) Tell us the dollar amount of the suspected error.
- (d) If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

23. For Errors or Questions About Electronic Transactions

We will determine whether an error occurred within 10 business days after we hear from you (20 business days for transfers to or from an account within 30 days after the first deposit to the account was made) and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question (90 days for point-of-sale transactions, transactions initiated outside the United States or transfers to or from an account within 30 days after the first deposit to the account was made) if we decide to do this, we will re-credit your account within 10 business days (20 business days for transfers to or from an account within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

24. Agreement to be Bound

By using the Union Community Bank Online Services and Union Community Bank Online Bill Payment Services User ID and Password or by authorizing anyone else

to access your account through an electronic funds transfer, you agree to the terms and conditions of this Agreement. You further agree that you will be responsible for any authorized transaction subject to this Agreement.

25. Change in Terms

We reserve the right to change the terms and conditions of this Agreement. If the change in any term or condition of this Agreement would result in an increase in fees, an increase in your liability, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we will mail a notice to you at least 21 days before the effective date of any change, or otherwise as required by law.

26. Severability

Any term contained in this Agreement which is or becomes invalid or unenforceable under applicable law or regulation, shall not affect the validity or enforceability of the remaining terms.

27. New Services

We may, from time to time add new services into Online Banking and Online Bill Payment. By using the new services you agree to be bound by the rules of those services, which will be mailed to you or disclosed through Union Community Bank Online Banking.

28. Termination of Services

- (a) You may cancel your Online Banking and Online Bill Payment Services by notifying us in writing at:
Union Community Bank
PO Box 567
Mount Joy PA 17552-0567
- (b) You agree that we may terminate this Agreement and your use of the Online Banking and Online Bill Payment Services if:
- (i) You or any authorized user of the Online Banking or Online Bill Payment Services breach this or any other Agreement with us;
 - (ii) We have reason to believe that there has been an unauthorized use of your User ID and Password;
 - (iii) We notify you or any other party to your account that we have canceled or will cancel this Agreement;
 - (iiii) We also reserve the right to cancel any services that have not been used for 90 days.
- (c) Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the right and responsibilities of the parties under this Agreement for transfers and transactions

initiated before termination. When we act upon your termination notice we will make no further transfers.

29. Funds Availability

There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of deposited funds. We reserve the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

30. Notices

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at Union Community Bank PO Box 567, Mount Joy PA 17552-0567.

31. Other Agreements

In addition to this Agreement, you agree to be bound by our Rules and Regulations and your specific Deposit or Loan Account Agreement and applicable state laws and regulations, except as they may be preempted by federal laws and regulations. The provisions of this Agreement are limited to our Online Banking Services and Online Bill Payment Services and are not intended to alter or modify the terms or conditions governing any other Account or Service. This Agreement supersedes all prior oral or written agreements, understandings or communications regarding these Services.

32. Prohibited Uses

You agree that the following uses of the Online Banking Services are strictly prohibited. You agree to indemnify, hold harmless, and defend us from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses) at your sole expense, arising from your failure to abide by the restrictions. You agree that you will not engage in:

(a) Unauthorized communication of any charge or credit card information belonging to any other person or entity.

(b) Unauthorized communication of any information concerning any User ID or Password or other online access number, code, or identification or any other proprietary information belonging to any other person or entity.

(c) Use of the Online Banking Service to copy or distribute or transmit copies of copyrighted materials belonging to any other person or entity except to the extent that the owner has provided express permission to you for such activity. Copying,

distributing, or transmitting copyrighted materials other than with permission as specified above is expressly prohibited.

(d) Communicating any obscene or defamatory information, including but not limited to, on computer bulletin boards or in conjunction with e-mail.

(e) Use of the Online Banking Service in violation of any telecommunication, postal, or other local or federal laws or regulations, or in the commission of a crime or other unlawful or improper purpose.

33. Warranties and Representations

Neither we nor our suppliers make any warranties or representation of any kind with respect to the Online Banking Services or Bill Payment Services whether express or implied, including but not limited to merchant ability or fitness for a particular purpose. Neither we nor our suppliers nor anyone else who has been involved in the creation, production or delivery of the Online Banking Services or Bill Payment Services assume any responsibilities with respect to your use thereof. No oral or written information or advice given by us or our suppliers or any employees of same shall create a warranty or in any way increase the scope of this warranty and you may not rely on any such information or advice. The foregoing constitutes our sole and exclusive liability to you with respect to your use of the Online Banking Services or Bill Payment Services.

34. User ID and Password

You agree that you will use reasonable means to safeguard your Online Banking User ID and Password and will not disclose them to persons not authorized to access your accounts. We may block access to your account via the Online Banking Service if we reasonably believe that your User ID or Password have been or may be used by an unauthorized person.

35. Unauthorized Use

You agree to report to us immediately any unauthorized use of your User ID or Password.

36. Assumption of Risk

You agree that any transmission of confidential business or sensitive personal information is at your sole risk.

37. Enforcement

In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorney fees and costs, including fees on any appeal,

subject to any limits under applicable law.

38. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania and of the United States. Use of the services governed by this Agreement is subject to existing laws and regulations governing your account and any future changes to those laws and regulations.

39. Assignment

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

Member FDIC



Mobile Enrollment Terms & Conditions Template

This service is provided to you by Union Community Bank and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Union Community Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

Union Community Bank TERMS AND CONDITIONS

Thank you for using Union Community Bank Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 79680. To cancel your plan, text "STOP" to 79680 anytime. In case of questions please contact customer service at customerservice@unioncommunitybank.com or call 1.877.653.1441

Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Union Community Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by Union Community Bank and not by any other third party. You and Union Community Bank are solely responsible for the content transmitted through the text messages sent to and from Union Community Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.



Remote Deposit Capture User Agreement (“Agreement”):

This Agreement contains the terms and conditions for the use of UNION COMMUNITY BANK Mobile and/or other remote deposit capture services that UNION COMMUNITY BANK or its affiliates (“UNION COMMUNITY BANK”, “us,” or “we”) may provide to you (“you,” or “User”). Other agreements you have entered into with UNION COMMUNITY BANK, including the Depository Agreement and Disclosures governing your UNION COMMUNITY BANK account, are incorporated by reference and made a part of this Agreement.

- 1. Services.** The remote deposit capture services (“Services”) are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to UNION COMMUNITY BANK or UNION COMMUNITY BANK’s designated processor. There is currently no charge for the Services.
- 2. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, UNION COMMUNITY BANK reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- 3. Limitations of Service.** When using the Services, you 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.
- 4. Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to UNION COMMUNITY BANK shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Pennsylvania. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:
 - a. Checks or items payable to any person or entity other than you.
 - b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
 - c. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - d. Checks or items previously converted to a substitute check, as defined in Reg CC.

- e. Checks or items drawn on a financial institution located outside the United States.
- f. Checks or items that are remotely created checks, as defined in Reg CC.
- g. Checks or items not payable in United States currency.
- h. Checks or items dated more than 6 months prior to the date of deposit.
- i. Checks or items prohibited by UNION COMMUNITY BANK's current procedures relating to the Services or which are otherwise not acceptable under the terms of your UNION COMMUNITY BANK account.

5. Image Quality. The image of an item transmitted to UNION COMMUNITY BANK using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

6. Endorsements and Procedures. *You agree to restrictively endorse any item transmitted through the Services as "For deposit only, UNION COMMUNITY BANK account # _____" or as otherwise instructed by UNION COMMUNITY BANK. You agree to follow any and all other procedures and instructions for use of the Services as UNION COMMUNITY BANK may establish from time to time.*

7. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from UNION COMMUNITY BANK that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

8. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after UNION COMMUNITY BANK receives payment for the funds submitted. UNION COMMUNITY BANK may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as UNION COMMUNITY BANK, in its sole discretion, deems relevant.

9. Disposal of Transmitted Items. *Upon your receipt of a confirmation from UNION COMMUNITY BANK that we have received the image of an item and that your deposit has been approved, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to UNION COMMUNITY BANK as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for UNION COMMUNITY BANK's audit purposes.*

10. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

11. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by UNION COMMUNITY BANK from time to time. See Union Community Bank.com for current hardware and software specifications. UNION COMMUNITY BANK is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and

is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

- 12. Errors.** You agree to notify UNION COMMUNITY BANK of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable UNION COMMUNITY BANK account statement is sent. Unless you notify UNION COMMUNITY BANK within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against UNION COMMUNITY BANK for such alleged error.
- 13. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in UNION COMMUNITY BANK's sole discretion subject to the Depository Agreement governing your account.
- 14. Ownership & License.** You agree that UNION COMMUNITY BANK retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to UNION COMMUNITY BANK's business interest, or (iii) to UNION COMMUNITY BANK's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
- 15. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
- 16. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF UNION COMMUNITY BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- 17. User warranties and indemnification.** You warrant to UNION COMMUNITY BANK that:

- a. You will only transmit eligible items.
 - b. Images will meet the image quality standards.
 - c. You will not transmit duplicate items.
 - d. You will not deposit or represent the original item.
 - e. All information you provide to UNION COMMUNITY BANK is accurate and true.
 - f. You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless UNION COMMUNITY BANK from any loss for breach of this warranty provision.

18. Other terms. You may not assign this Agreement. This Agreement is entered into in Lancaster, Pennsylvania, and shall be governed by the laws of the Commonwealth of Pennsylvania (without regard to its conflicts of laws provisions) and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.