

**MID PENN BANK  
MOBILE BANKING SERVICES  
TERMS & CONDITIONS**

Mid Penn Bank ("Bank") offers customers an ability to access information about their accounts, or to perform certain types of account transactions, using two different types of mobile banking. These are defined as;

- 1) Text-message Banking ("SMS")
  - a. This service uses the text-based messaging service offered by many cell-phone carriers to convey certain types of account information or to permit a limited range of transactions on those accounts.
- 2) Downloadable App
  - a. The Bank makes available special apps, for Apple, Samsung and Android-based smartphones. These apps may be downloaded from the app repository unique to each type of smartphone. The apps allow customers to retrieve account balances and perform certain types of transactions.

By accessing and utilizing any of these services, customers agree that;

- 1) The mobile banking services made available by the Bank are extensions of the Bank's On Line Banking service. Customers accessing and utilizing these services are subject to the Bank's Online Access Agreement, as it exists at the time of the customer's use of any mobile banking service.
- 2) To the extent a mobile banking service offers unique services, capabilities, features, or procedures not expressly provided in the governing On Line Banking service, this Mobile Banking Service Terms & Conditions document provides further guidance, rules, procedures, covenants, obligations, and warranties to which a customer agrees to be bound as a result of using any of the Bank's Mobile Banking Services.
- 3) The accounts accessed by the Bank's Mobile Banking Services continue to be governed by the relevant account agreements, contracts and disclosures provided to the account owners. Nothing in these Mobile Banking Terms & Conditions may be construed to supersede or supplant those account agreements and disclosures.

**GENERAL**

Thank you for using Mid Penn Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at any time. In case of questions please contact customer service at **717-896-5399** or visit <https://www.midpennbank.com>.

**Terms and Conditions**

Program: Mid Penn Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at **717-896-5399**, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of Mid Penn Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Mid Penn Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). Mid Penn Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Mid Penn Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Mid Penn Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Mid Penn Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Mid Penn Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party’s account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legalnotices\\_maps.html](http://www.maps.google.com/help/legalnotices_maps.html), or other URLs as may be updated by Google.

#### Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for Mid Penn Bank Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at [apple.com/support](http://apple.com/support)). Fingerprints are stored on your device only and Mid Penn Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Mid Penn Bank Mobile Banking. Mid Penn Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Mid Penn Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Mid Penn Bank Mobile Banking is only available on compatible iOS devices.

#### Mid Penn Bank Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. Your enrollment in Mid Penn Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Mid Penn Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the "More" menu within Mid Penn Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Mid Penn Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Mid Penn Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to

reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Mid Penn Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 717-896-5399. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Mid Penn Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Mid Penn Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Mid Penn Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## MOBILE DEPOSIT

This section defines the terms and conditions specific to the Bank's Mobile Deposit Service, offered through the Bank's downloaded app supporting mobile banking. By using the Bank's Mobile Deposit Service, you agree to be legally bound by these terms and conditions. You also agree that these terms and conditions may change from time to time, and the terms and conditions in place at the time of your transaction will be the rules against which your transaction is processed. Customers acknowledge that the Bank may change, terminate, add or remove features from its Mobile Banking Service. Customers will be informed, upon signing into their Mobile Banking App, that a new definition of terms and conditions has been applied. Customers may choose to read the new terms and conditions at that time, or may defer reading them to another time but still continue to use the Mobile Banking App. Customers acknowledge that they shall be bound by the new terms and conditions, whether the customer chooses to read, or not to read, those new terms and conditions. Customers may reject the Bank's new terms and conditions by immediately discontinuing use of the Mobile Banking service.

The Bank's Mobile Deposit Service (also referred herein as "MDS") is a service by which a mobile banking customer can upload a legal image of a check for deposit to the customer's qualified Bank account. In order to use MDS, a customer must provide, at their expense, a supported mobile device, such as a smartphone, tablet, etc. The device must also contain a supported camera, and operate on an operating system compatible with the Bank's systems. The device must be capable of communicating with and through the Internet, either by establishing a Wi-Fi connection or by using a cell-phone based communications channel. The cost of maintaining and using such Internet-based communications (typically known as a "Data Plan") is at the customer's expense. The customer further agrees that the responsibility for obtaining, operating, updating and securing their mobile device is entirely the customer's responsibility. The customer also acknowledges that the Bank cannot guarantee that the customer's particular device or operating system will be compatible with the Bank's MDS.

Customers may scan and transmit checks for deposit to their qualified account the Bank. Checks transmitted through this MDS must comply with how that term ("check" or "item") is defined by the Federal Reserve Regulation CC and Regulation J, the Check 21 Act, and Article 4 of the Uniform Commercial Code. Customers agree that the Bank, using its sole discretion, determines whether a scanned/transmitted item is an acceptable item for deposit with respect to how the Bank interprets these regulations and codes.

Customers also agree to not scan and transmit the following types of items or checks:

- a) Checks or items already previously converted to a substitute check, as defined by Reg CC.
- b) Checks or items already previously deposited to an account at Mid Penn Bank or any other type of financial institution.
- c) Checks or items that have already been negotiated.
- d) Checks or items made payable to any person or entity other than the customer submitting the item for deposit.
- e) Checks or items made payable to the customer AND another party not named as an account owner of the account into which the item is being deposited.
- f) Checks or items that have any type of alteration of any information on the check, including information contained within the MICR line.
- g) Checks or items which a customer knows or suspects, or should know or suspect, of being fraudulent or unauthorized.
- h) Checks or items drawn against a financial institution outside the United States.
- i) Checks or items that have already been returned as unpaid.
- j) Cash.
- k) Traveler's Checks.
- l) Savings Bonds.
- m) Checks or items not payable in U.S. currency.
- n) Checks or items for which stop payment orders have been issued.
- o) Checks or items for which the issuer does not have sufficient funds to cover that check or item.
- p) Checks or items with an issue date older than 6 months from the date of deposit.
- q) Checks or items that are contrary to the Deposit Agreement governing the account into which the deposit is being attempted.
- r) Checks that are created without the signature of the maker, often referred to as remotely created checks (RCC).

Customers agree that the Bank is not required to accept any check or item for deposit through its MDS. If, in its sole discretion, Bank decides to not accept a particular check or deposit, the customer agrees to not attempt to deposit that item again through the MDS, and to bring that check or item to a branch office of the Bank for assistance in reviewing its collectability.

Checks or items scanned and transmitted using the Bank's MDS must have an image quality that is clear, legible, and in compliance with the standards of the American National Standards Institute and any other regulatory entity or operational processor involved in the handling of such checks or items. Customers agree that Bank shall not be liable for any Damages resulting from image quality, or a perception of poor image quality, or from any inaccurate information you may supply pertaining to a check or item.

Prior to scanning and transmitting a check or item through the Bank's MDS, customers must restrictively endorse that check or item as "**For Mobile Deposit Only to Mid Penn Bank.**" Customers acknowledge that failure to endorse a check or item in this manner will result in the Bank rejecting that check or item.

Customers acknowledge that, although a check or item may have been successfully scanned and transmitted to the Bank using its MDS, the Bank has the right to reject that deposit for any reason, including those outlined within these terms and conditions. A check or item is not considered accepted by the Bank until we update the status of that check or item within the customer's mobile banking app to reflect it as "ACCEPTED". Until such time as a check or item is reflected as "ACCEPTED", the check or item has not yet been credited to the

customer's qualified deposit account at Bank. Customers further acknowledge that checks and items will be ACCEPTED for deposit subject to all of the limitations and terms set forth in the deposit agreement governing the account into which the deposit is being directed.

Accepted deposits made using the Bank's MDS will not be available for immediate withdrawal. The Bank will generally apply its published "Funds Availability Schedule" to deposits made through the MDS, with exceptions for certain situations. This usually means that funds from ACCEPTED checks or items are made available to customers on the first business day following the business day a check or item was considered deposited. A "business day" refers to any non-weekend or non-Federal-Holiday on which the Bank is open and accepting customer transactions. Furthermore, deposits made through the MDS must be received and accepted by the Bank no later than 4pm of a Business Day. For instance, a deposit made on a Saturday, Sunday, or on a Federal Holiday, will not be considered as deposited until the first business day on which the Bank is open. In another example, an ACCEPTED deposit made at 4:01pm or later may not be processed until the next Business Day on which the Bank is open.

The Bank may, at its sole discretion, delay availability on checks or items deposited through the MDS, for reasons such as:

- a) The check or item is being deposited into a new account at Mid Penn Bank, or;
- b) The account owner has a history of improper account management, or;
- c) The Bank has reason to doubt the collectability of any particular check or item.

The Bank will provide written notice to the customer when the availability of funds for a particular check or item are delayed, by sending the notice to the address on file for the account into which the check or item was deposited.

Customers acknowledge that, for security reasons, the Bank will impose limits on the amount(s) of checks or items a customer may deposit using the Mobile Deposit Service. In most circumstances, customers will be limited to a maximum of \$1,500 in deposits per business day, although the Bank may, without notice and in its sole discretion, change that limit for any customer for any reason. Customers agree that the Bank has no responsibility to accept any deposit through the MDS, and that the Bank has no liability for any of the consequences resulting from deposit limits that it imposes on customer activity.

Upon making a deposit using MDS, and upon that deposit's status reflecting "ACCEPTED," customers agree to write "DEPOSITED" across the face of the check or item so as to prevent accidental re-deposit. Customers also agree to safely store that check or item for a period of 30 days. During this time, customers agree to provide the original check or item, or additional information about that check or item, to the Bank, upon the Bank's request. Following the 30-day retention period, customers agree to securely destroy the check in a manner making it impossible to recover, reconstruct, or obtain information from. This is typically done by methods such as shredding or incineration.

When using the Mobile Banking Service, and/or the MDS, customers may encounter technical problems or other factors preventing the successful access to information or transaction execution. Customers acknowledge that Bank has no responsibility for any consequence of a customer's inability to successfully use the Mobile Banking Service, including the MDS.

Customers acknowledge that the Bank applies certain criteria in determining who may have access to its Mobile Banking Services, and for security reasons, may choose to deny, withhold, change, suspend or terminate access to some or all of the services available through the Bank's Mobile Banking App. Customers also acknowledge that a customer may terminate their use of the Mobile Banking App, or the MDS, at any time and for any reason. Such termination may be effected by, 1) cease using the Mobile Banking App immediately, and 2) call Mid Penn Bank at 717-896-5399 to inform us of your desire to remove the service from your accounts. Customers further acknowledge that transactions they performed prior to terminating their use of

the service will still be bound by the terms and conditions in effect at the time of the transaction, regardless whether that transaction was completed, rejected, or is still in the process of completion or rejection.