**MID PENN BANK**

**BUSINESS MOBILE BANKING SERVICES**

**TERMS & CONDITIONS**

Mid Penn Bank (“Bank”) offers its business, government , association and organizational customers and authorized employees or agents an ability to access information about their accounts, or to perform certain types of account transactions and authorizations. The Bank makes this service available through 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.

The use of the term “customer” throughout this document is defined as any owner, agent, or employee of a business or organization that has been granted online access to view defined accounts, or to perform defined transactions, as stipulated by an authorized individual on behalf of the business or organization.

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. The downloading and use of the Bank’s Business Mobile app is an extension of the customer’s previously defined permissions within the Bank’s online banking service, and the use of the mobile app does not convey or permit any additional authority or capability.
3. To the extent a mobile banking service offers services, capabilities, features, or procedures not expressly provided in the governing On Line Banking service agreement, this Business 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 Business Mobile Banking Services.
4. The accounts accessed by the Bank’s Business Mobile Banking Services continue to be governed by the relevant account agreements: contracts and disclosures provided to the account owners. Nothing in these Business Mobile Banking Terms & Conditions may be construed to supersede or supplant those account agreements and disclosures.

By participating in Business 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 Business 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.

MOBILE DEPOSIT

This section defines the terms and conditions specific to the Bank’s Business Mobile Deposit Service, offered through the Bank’s downloaded app supporting business mobile banking. Customers acknowledge they are not granted immediate access to the Business Mobile Deposit Service, and must instead execute a separate agreement governing the use of that service.

Once a customer is granted access to the Business Mobile Deposit Service, and by using that 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 Business Mobile Banking Service. Customers will be informed, upon signing into their Business 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 Business 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 Business 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:

1. Checks or items already previously converted to a substitute check, as defined by Reg CC.
2. Checks or items already previously deposited to an account at Mid Penn Bank or any other type of financial institution.
3. Checks or items that have already been negotiated.
4. Checks or items made payable to any person or entity other than the customer submitting the item for deposit.
5. 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.
6. Checks or items that have any type of alteration of any information on the check, including information contained within the MICR line.
7. Checks or items which a customer knows or suspects, or should know or suspect, of being fraudulent or unauthorized.
8. Checks or items drawn against a financial institution outside the United States.
9. Checks or items that have already been returned as unpaid.
10. Cash.
11. Traveler’s Checks.
12. Savings Bonds.
13. Checks or items not payable in U.S. currency.
14. Checks or items for which stop payment orders have been issued.
15. Checks or items for which the issuer does not have sufficient funds to cover that check or item.
16. Checks or items with an issue date older than 6 months from the date of deposit.
17. Checks or items that are contrary to the Deposit Agreement governing the account into which the deposit is being attempted.
18. 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 at 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 business 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:

1. The check or item is being deposited into a new account at Mid Penn Bank, or;
2. The account owner has a history of improper account management, or;
3. 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 $3,000 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 Business Mobile Banking App. Customers also acknowledge that a customer may terminate their use of the Business Mobile Banking App, or the MDS, at any time and for any reason. Such termination may be effected by, 1) cease using the Business Mobile Banking App immediately, and 2) calling Mid Penn Bank at 717-896-5399 to inform us of your desire to remove the service from your account(s). 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.

11/20/2017