



Online Banking Terms and Conditions

Following are the terms and conditions that apply to the use of Ephrata National Bank's **Online Banking Service**, an electronic service that permits you to access a number of financial services through the use of an internet-enabled device (i.e. Computers, tablets etc.). In this document, the words "you" and "your" mean each person who signs the Internet Banking Application or who uses, or is authorized to use, your User ID and Password. "We", "us", and "our" mean Ephrata National Bank. In this document, the term "Online Banking" refers to Ephrata National Bank's Online Banking service.

By subscribing to or using Online Banking, you agree to the terms and conditions of this Agreement, which are in addition to those that apply to any accounts you have with us.

1. **The Service.** Online Banking enables you to use an internet-enabled device to do financial services, including:
 1. View account balances and full account history for up to 120 days.
 2. Transfer funds between Ephrata National Bank checking, savings and loan accounts.
 3. Place stop payments on checks.
 4. Reorder checks.
 5. Download account information.

2. **Eligible Customer.**

Personal Online Banking Customers – Customers and all persons named and identified as authorized to act on their behalf, may request access to any account that they maintain at Ephrata National Bank. All accounts accessed through Personal Online Banking are for personal purposes and are not intended for business use. Customers having different tax IDs may request to have access to their eligible accounts through a single Personal Online Banking ID. The linking of accounts with different tax IDs is subject to certain conditions and approval of the Bank. An Account where the mode of operation is joint is not eligible for Online Banking.

Business Online Banking Customers – Customers and all persons named and identified in the most recent banking resolution on file with us as authorized to act on their behalf, may request access to any account that they maintain at Ephrata National Bank. If you are a sole proprietor, you may have access to any accounts listed in your name with us. You acknowledge that, unless we have documentation that your company is a sole proprietorship, all accounts accessed through Business Online Banking are for business purposes and are not intended for personal use. Customers having different tax IDs may request to have access to their eligible accounts through a single Business Online Banking ID. The linking of accounts with different tax IDs is subject to certain conditions and approval of the Bank. An Account where the mode of operation is joint is not eligible for Online Banking.

3. **Optional Bill Payment.** You have the option to add Bill Payment service to your Internet Banking. This is a service provided by a third-party provider and requires your acceptance of this third-party provider's terms and conditions for the service. These terms must be reviewed and accepted before you can use Bill Payment service. Any termination of Online Banking will result in a termination of Bill Payment service. Business customers opting for the Bill Payment service are subject to a monthly fee and are required to agree to a monthly fee and a per-item fee, as dictated on the most recent Schedule of Fees, for use through us.
4. **Optional Mobile Banking.** You have the option to add Mobile Banking, service to your Online Banking. Mobile Banking services are limited to: review account balances and account history in real-time; review and search your transaction history; make one-time fund transfers between ENB checking and savings accounts; pay bills; find branch and ATM locations; set account alerts; and send secure messages through the Internet Banking site. To use Mobile Banking, you must have an internet-enabled mobile phone. Charges and fees may apply through your mobile phone service provider for using our Mobile Banking service. You are responsible for the charges of any wireless service provider while using Mobile Banking. A supported mobile device is required to use the Mobile Banking App.
5. **Optional eStatements.** You have the option to add eStatements service to your Online Banking. By adding eStatements to your account, you will terminate paper statement delivery for all accounts delivered through eStatements. To use eStatements, you must agree to the terms and conditions of eStatements, which are available through Internet Banking.
6. **User ID and Password.** When you access Online Banking and its related services through your internet-enabled device, you will need to use a User ID and Password. You agree to keep these confidential to prevent unauthorized use and loss to your accounts. Anyone to whom you give your User ID and Password will have full access to your accounts. You are responsible for changing your password whenever you believe some unauthorized person has gained access to it or when authorized or designated signers on an account have changed. We are not responsible for who uses your Online Banking.
7. **Transfers.** When you instruct us to transfer funds between your accounts through Online Banking, you authorize us to withdraw the necessary funds from the account you designated. You agree that you will have sufficient funds in your designated account at the time of the withdrawal. We will not be obligated to act on any transfer instruction from you if sufficient funds, including overdraft lines of credit, are not available in your designated account. You agree to limit transfers from Savings or Money Market accounts to six (6) per calendar month when initiated by telephone, electronic, or other preauthorized means as required by Federal regulations. You acknowledge an "excess transaction" fee as disclosed in our Fee and Service Charge Schedule will apply to transactions that exceed transaction limitations.
8. **Disclosure of Customer and Account Privacy.** You have a right to confidentiality. We will not give anyone other than our employees, agents, and other Ephrata National Bank Affiliates information about your accounts or transactions you make, except:
 1. When you give us written permission; or
 2. When you authorize us by naming Ephrata National Bank as a credit reference; or
 3. When an inquiry is made regarding sufficient funds to cover a specific check you have written; or

4. When we are required by law to comply with a government agency or court order.
9. **Liability.** Ephrata National Bank agrees to make reasonable efforts to ensure the full performance of Online Banking. We will be responsible for acting on those instructions sent through Online Banking which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of instructions you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Access Service Provider or caused by any browser software. We are not responsible for any computer virus or related problems that may be attributable to services provided by any Access Service Provider. NEITHER EPHRATA NATIONAL BANK, ANY OTHER INFORMATION PROVIDER NOR ANY OTHER SOFTWARE SUPPLIER MAKE ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING INTERNET BANKING SOFTWARE OR SERVICES OR BROWSER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.
10. **No Other Use.** Online Banking uses proprietary software of Ephrata National Bank and Other Software Suppliers. If we have provided you with software to use with Online Banking, you are being granted a non-exclusive license to use the software. This allows you to use the software only for its intended purposes as provided in this Agreement. You may not disassemble, decompile, copy or modify any of the Online Banking software or allow anyone else to do so.
11. **Electronic Funds Transfers.** Online Banking enables you to transfer funds between designated Ephrata National Bank deposit accounts. Please refer to your deposit account agreement for your rights regarding electronic transfers.
12. **Customer Support.** For error resolution, you can call us at **(717) 733-4181** or write to us at **Ephrata National Bank, P.O. Box 457, Ephrata, PA 17522-0457**.
13. **Governing Law.** This Agreement shall be governed by the laws of Pennsylvania and, where applicable, by federal law. In the event any one or more of the provisions of this Agreement shall, for any reason is held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.
14. **Acceptance.** By signing the Online Banking Application you indicate that you have received this Online Banking Agreement and agree to its terms and conditions.
15. **Amendment.** Terms and conditions for the Online Banking product are maintained online at <https://www.epnb.com/online-banking-terms-and-conditions/>. This Agreement may be amended at any time through an update to this web page. It is your responsibility to review this web page from time to time to ensure that you have the most current version of the terms and conditions of use. **Personal Online Banking Customers** will be provided at least thirty (30) days prior written notice for such changes through the Secure Email system within Online Banking. If you elect not to terminate this Agreement during the 30-day period, then you shall be conclusively deemed to have agreed to the amendment.

Business Online Banking Customers will be provided at least five (5) days prior written notice for such changes through the Secure Email system within Online Banking. If you elect not to terminate this Agreement during the 5-day period, then you shall be conclusively deemed to have agreed to the amendment.

16. **Termination.** In the event you wish to cancel Online Banking Service, you may call us at (717) 733-4181 or write to us at Ephrata National Bank, P.O. Box 457, Ephrata, PA, 17522. We may cancel all or any portion of Online Banking after one (1) year or more of inactivity. We also reserve the right to cancel this Service at any time without prior notice if you violate the terms and conditions of this contract, or use the Service to commit fraudulent activity.