

3) Service Agreement

By signing below, I request to be enrolled in Net Banker and/or BillPayer and eStatements and electronic documents as specified on this form, and that such services will be linked to my accounts as indicated above. I further acknowledge that I have received a copy of the Online Terms & Conditions paper(s) and agree to be legally bound by the terms and conditions of these agreements. As well as and not limited to any amended changes made from time to time at the sole discretion of the Bank or the bank's authorized agent. I understand that the Bank or the bank's authorized agent is not required to notify me of changes made to the Online Terms & Conditions paper(s). I furthermore understand that the Bank or the bank's authorized agent is not required to provide notification to the User if service is terminated. I hereby authorize the Bank or the bank's authorized agent to deduct any fees related to the Net Banker from my account. I understand that account security for Net Banker is controlled by the Net Banker ID and password that is assigned to me by the Bank. I agree to protect my ID and password and to hold the Bank harmless from any unauthorized use. Any information downloaded by the User becomes property and responsibility of the User. Accounts listed above must have at least one of the signatures below as a signer on the account. If the account(s) is setup as an AND account, then both (or more, depending on the account) of the owners must sign below. If more than one person signs below, each person will have FULL ACCESS to all of the accounts listed above and will be able to (but is not limited to) do the following: view account information, and transfer funds in to and out of any of the above accounts (excluding transfers out of: certificates, savings clubs, loan accounts, and safe deposit boxes) without the consent or knowledge of any other person. Each person signing below understands and acknowledges the fact and expressly assumes all risk in connection with such access. The Bank and the bank's authorized agent will have no liability whatsoever for any cost, losses or damages arising directly or indirectly out of such access (this includes but is not limited to phone charges imposed by your phone carrier). Each person signing below appoints every other person signing below as his or her agent for all purposes with respect to Net Banker and BillPayer. The Federal Electronic Funds Transfer Act ("EFTA") and its implementing regulation, Regulation E ("Reg E"), govern some of the transactions permitted through Net Banker or BillPayer. Some of the terms and conditions of the agreement are disclosures required by Reg E. Federal Reserve Regulation D limits pre-authorized, automatic, telephone and any other electronic transfers, withdrawals, and payments from savings and money market accounts to a total of 6 per statement cycle, per account. If the BillPayer option is elected, then the User hereby authorizes the Bank or the bank's authorized agent to serve as User's agent in making payments to payees for user, as user may authorize from time to time. User also authorizes the Bank or the bank's authorized agent to post such payments and or fees to user's account. User will be notified via postal mail of their Net Banker ID after this enrollment form has been processed. To apply for Billpayer, mark the appropriate box under the Services Requested section of this form. Check payments should be scheduled at least 10 business days in advance of when you wish the payment to actually be posted to the payee. Electronic payments should be scheduled at least 5 business days in advance of when you wish the payment to actually be posted to the payee. The Bank's Authorized agent will determine if a payee is available for electronic or check payment. The user may see how a payment is being sent by viewing the payee listing. The money from payments made through BillPayer will be deducted from the checking account specified at the time of payment setup when either the check clears the specified checking account (if payment type is check), or during electronic payment processing times as described in the Online Terms & Conditions paper(s). User is responsible for entering, updating, and deleting BillPayer information (including but not limited to dates, payee, recurring payments, and addresses). If funds are not available for payments or fees, the User will be charged a non-sufficient funds fee (refer to Online Terms & Conditions paper(s) for more information). The Bank or the bank's authorized agent reserves the right to terminate or change this agreement and User's access to Net Banker and/or BillPayer at any time without prior notice. By signing, you acknowledge that you have received, read, agree, and understand the Disclosure & Agreement for eStatements and E-Sign. Electronic Funds Transfer Disclosure: In case of errors or questions about your electronic transfers, telephone us at (724) 543-1125 or write us at Farmers & Merchants Bank of Western PA, NA 222 Market Street, P O Box 958, Kittanning, PA 16201 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. 1. Tell us your name and account number 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information. 3. Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will re-credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If the account(s) is in the name of a business/organization, a signer authorized by the resolution should complete and sign this form.

Primary Account Holder's Signature / Authorized Signer

Date

Secondary Account Holder's Signature / Authorized Signer

Date

Third Account Holder's Signature / Authorized Signer

Date

FOR BANK USE ONLY – Net Banker

Bank Employee/Branch: _____

Keyed (Employee/Date): _____

Net Banker ID: _____

FOR BANK USE ONLY – eStatements

Welcome Email Sent (Employee/Date): _____

Keyed (Employee/Date): _____

Activation Received By (Employee/Date): _____

16. **ERROR RESOLUTION.** In case of errors or questions about your transactions, please telephone bank at 724-543-1125. If you think your statement is wrong or if you need more information about a transaction listed on the statement, bank must hear from you no later than 60 days after it sends or delivers to you the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error, bank must hear from you within 60 days after it sends or delivers that information to you.

A. Tell us your name and account number(s).

B. Tell us the type, time and date of the transaction and the dollar amount of the suspected error.

C. 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.

D. For a bill payment, provide bank's authorized agent with the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, check number, and payee account number for the payment in question. More information maybe required depending on bank's authorized agent.

If you tell bank orally, bank may require that you send in your complaint or question in writing within then (10) business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If bank or bank's authorized agent needs more time, however, it may take up to 45 days to investigate your complaint or question, in which case, bank will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes bank or bank's authorized agent to complete its investigation. If bank or bank's authorized agent asks you to put your complaint or question in writing and does not receive it within 10 business days, bank may not re-credit your account. If bank decides that there was no error, it will send you a written explanation within three (3) business days after it finishes its investigation. You may ask for copies of the documents that bank used in its investigation.

17. **BUSINESS DAYS AND HOURS OF OPERATION.** Online service is generally available 24 hours a day, 7 days a week. Bank only processes transactions and updates information on business days. Bank business days are Monday through Friday. Saturday, Sunday and holidays are not considered business days. Any transaction(s) made on a day that is not a business day will be credited, completed or made on the next business day.

18. **ASSIGNMENT.** Bank may assign its rights and delegate its duties under this agreement to a company affiliated with bank or to any other party.

19. **AMENDMENT.** Bank may amend this agreement at any time by sending notice to you by mail, or to the extent permitted by law, by e-mail or electronic communication, at least 21 days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in: (i) increased fees for the customer; (ii) increased liability for the customer; (iii) fewer types of available electronic fund transfers; (iv) stricter limitations on the frequency or dollar amount of transfers. If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore security of an account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or within the next regularly scheduled periodic statement or within 30 days of making the change permanent. If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method providing any such notice. Your continued use of online is your agreement to any amendment(s) of this agreement.

20. **TERMINATION.** Either you, bank, or banks authorized agent may terminate this agreement and your online subscription at any time. User must provide bank with written notice to terminate. If you terminate online, you authorize bank to continue making transfers and bill payments you have previously authorized and continue to charge monthly fees until such time as bank has had a reasonable opportunity to act upon your termination notice. Once bank has acted upon your termination notice, bank will make no further transfers or payments from your account, including any transfers or payments you have previously authorized. If bank terminates your use of online, bank reserves the right to make no further transfers or payments from your accounts, including any transactions you have previously authorized. Bank is not obligated to notify user in advance of terminating this agreement.

21. **NO WAIVER.** Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by bank. No delay or omission on part of bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

22. **CAPTIONS.** The captions of sections here are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this agreement.

23. **GOVERNING LAW.** Regardless of where you access online, this agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania and the federal laws of the United States of America.

24. **ENFORCEMENT.** In the event either party brings legal action to enforce the agreement or collect overdrawn funds on accounts accessed under the agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. You consent and submit to personal jurisdiction in the Commonwealth of Pennsylvania. By doing so, you understand that any lawsuit filed against you by bank would take place in Pennsylvania.

25. **SEVERABILITY.** In the event that any one or more of the provisions of this agreement shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

26. **NOTIFICATION.** Farmers & Merchants Bank of Western PA, PO Box 958, 222 Market Street, Kittanning, PA 16201. Phone: (724) 543-1125.

27. **MISCELLANEOUS.** We will be responsible for your actual losses if they were directly caused by bank's failure to complete or cancel a transfer as properly requested. However, there are some exceptions. We will not be liable, for instance, if: through no fault of ours, you do not have enough money in your account to make the transfer; the funds in your account were attached, or the transfer cannot be made because of legal restrictions affecting your account; the online systems were not working properly and you knew about the breakdown when you started the transfer; circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood prevent the transfer, despite reasonable precautions that we have taken; you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment; you have not properly followed the instructions for using online; your operating system or software was not properly installed or functioning properly; or there may be other exceptions stated in this agreement. Bank's sole responsibility for an error in a transfer will be to correct the error, but in no case will bank be liable for any indirect, special, incidental or consequential damages. The bank or the bank's authorized agent may change this agreement at any time without prior notification to the user.

28. **CASH MANAGEMENT.** Cash management users are also subject to the agreement for electronic payments, as well as the cash management service agreement and enrollment form.

Disclosure & Agreement for eStatements and E-Sign - Effective August 1, 2011

This Farmers & Merchants Bank of Western PA, NA ("The Bank") eStatement E-Sign Disclosure and Agreement ("Agreement") is made between you and The Bank for the purpose of receiving an electronic version of your account statement (eStatement) via a password protected PDF email attachment from the Bank to the email address you provide. You are also consenting to receive the following: eStatement, disclosures, notices, terms and conditions, and other documents and all changes to the disclosures, notices, etc. electronically, in lieu of paper form; hereafter collectively referred to as "electronic documents". This Agreement applies to each account you have listed on the eStatements & Electronic Documents Enrollment Form with The Bank where eStatements are available ("Account"). As used in this Agreement, the words "we", "our", and "us" mean The Bank, and the words "you" and "your" mean the account holder who has elected to receive his or her electronic statement and electronic notifications.

A. Delivery of Electronic Documents

You have elected to have account documents sent to you electronically via the email address provided. You understand and agree that by enrolling for the electronic documents service that we may discontinue sending paper statements, notices, disclosures, change of terms, etc. to you (See Section F below for availability of paper documents). Your consent to receive electronic documents includes, but is not limited to: •Periodic or monthly billing statements for your account •All legal and regulatory disclosures and communications associated with your account including: oElectronic Fund Transfer Act oExpedited Funds Availability Act •Notices or disclosures about a change in the terms of your account •Privacy policies and notices. You may withdraw your consent to receive electronic documents for any of your accounts by notifying the Bank in writing at least 30 days in advance. You may also contact us at 724-543-1125. We may treat your submission of an invalid email address or the subsequent invalidation of your e-mail address, as a withdrawal of your consent to receive electronic documents. You may be charged a fee to revert back to paper documents. Any withdrawal of your consent to receive electronic documents will be effective after a reasonable period of time in order for the Bank to process your withdrawal.

B. Registration for Electronic Documents

In order for you to obtain delivery of electronic documents, you must complete the eStatements & Electronic Documents Enrollment Form. Any account owner enrolling accounts with joint ownership for the electronic document service shall apply to all account holders. You must provide the Bank with any updated information needed in order for the Bank to provide you with electronic notifications. This includes, but is not limited to, providing the Bank with any changes to your email address by calling the Bank at (724) 543-1125 or writing the Bank at Farmers & Merchants Bank of Western PA, NA 222 Market Street, P O Box 958, Kittanning, PA 16201.

C. Accessing Your Electronic Documents

Your electronic documents and accompanying legal notices and disclosures will be available to you via a PDF email attachment.

D. System Requirements for Electronic Documents

In order to access, view, and retain electronic documents that we make available to you, you must have: an internet web browser which is capable of supporting at least 128-bit encryption, sufficient electronic storage capacity on your computer's hard drive or other data storage unit, software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above, an email account, a personal computer, operating system and telecommunication connections to the Internet capable of receiving, accessing, displaying and either printing or storing, documents received in electronic form from us by accessing your email, demonstrate the ability to receive emails and open email attachments that are password protected PDF files.

E. Procedures for Electronic Documents

You must complete the eStatements & Electronic Documents Enrollment Form and list each of the accounts for which you wish to receive electronic documents. You will no longer receive paper copies of these items. Return the form to the Bank for processing. You will receive a test "welcome" email with instructions contained in a password protected PDF email attachment, if the instructions are not followed to activate your electronic documents, you will continue to receive paper statements, notices and disclosures and electronic services will not be activated.

F. Requesting Paper Statements & Documents

We will not send you a paper copy of any statement, notice or disclosure from us on accounts that you have elected to receive electronically, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic document by printing it to your printer or by requesting that we mail you a paper copy. To request a paper copy, contact us at (724) 543-1125. We may charge you a reasonable service charge for the delivery of paper copies of any electronic document, pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any document that you have authorized us to provide electronically.

G. Regulation E – Electronic Funds Transfer Act

In case of errors or questions about your electronic transfers, telephone the Bank at (724) 543-1125 or write us at Farmers & Merchants Bank of Western PA, NA 222 Market Street, P O Box 958, Kittanning, PA 16201 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. 1) Tell us your name and account number; 2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information; 3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will re-credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

H. Federal Law

You acknowledge and agree that your consent to electronic documents is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

I. Terminations/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your electronic documents, or to terminate or change the terms and conditions on which we provide electronic documents. We will provide you with notice of any such termination or change as required by law.