



199 W. Girard Ave., Philadelphia, PA 19123 | 215.789.4200

## **HYPERION BANK ONLINE BANKING DISCLOSURE**

### **1. Scope of this Agreement**

This Agreement between you and HYPERION BANK – 199 WEST GIRARD AVENUE, PHILADELPHIA, PA 19123, 215-789-4200, governs your use of our Internet Banking and Bill Payment services (the “Service”). The Service permits our CUSTOMERS to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

### **2. Accepting the Agreement**

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to accept the terms and conditions of this Agreement. When you accept these terms and conditions, you represent and warrant that you are Authorized User acting with full authority, and that you are duly authorized to execute this Agreement.

You should print and/or save a copy of this Agreement for your records. To print select the print button below or print function on your browser. To save a copy of this Agreement on your computer, select “File” and then “Save As” on your browser.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Internet Banking Customer Service Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

When you click on the “accept” button below, you agree to the terms and conditions of this Agreement. By accepting, you also certify that you are able and willing to accept the electronic version of this document. If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this document, select the cancel button.

### **3. Definitions**

Agreement - means these terms and conditions of the Internet Banking and Bill Payment services.

Authorized User - is any individual or agent whom you allow to use the Service or your passcode or other means to access your Eligible Account(s).

Bill Payment Service Provider – refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services, FISERV.

Billers– is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

Billing Account - is the checking account from which all Service fees will be automatically debited. Business Day - is every Monday through Friday, excluding Federal Reserve holidays. REGULAR BUSINESS HOURS ARE 9:00 AM TO 5:00 PM MONDAY THROUGH FRIDAY. HOWEVER, ONLINE AND BRANCH TRANSACTIONS COMPLETED AFTER 5:00PM FRIDAY WILL BE PROCESSED ON THE FOLLOWING MONDAY, EXCLUDING FEDERAL RESERVE HOLIDAYS.

Business Customer - Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.

**Business Day Cutoff** - Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the EASTERN STANDARD TIME ZONE. For posting purposes, we will process all transactions completed by 4:00PM on the same Business Day. Transactions completed after 4:00PM will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

**Consumer** – Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

**Due Date** - is the date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.

**Eligible Accounts** –An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only a checking account may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Service Provider. You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

**Joint Accounts** - If the Eligible Accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your User ID and Passcode are authorized unless we have been notified to cancel the Service. If joint account holders use individual User IDs, the Service may be identified separately, and you may be charged for the use of additional User IDs. In some cases, if your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service.

**Paper Check/Laser Draft Payment** – is a payment method similar to a check written by you on your Payment Account. Billers should receive Paper Check/Laser Draft Payments no later than the Deliver By Date. Funds remitted to the Biller are deducted from your Payment Account one to two business days after the specified Send On Date (i.e. the date that the payment starts to process).

**Payment Account** - is the checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.

**Payment Instruction** - is the information provided by you to the Service for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date). Scheduled Payment - is a Bill Payment that has been scheduled through the Service but has not begun processing.

**Deliver By Date** - is the day you want your Biller to receive your Bill Payment unless the Deliver By Date falls on a non-Business Day in which case it will be considered to be the next Business Day.

**Service** – means the Internet Banking, Bill Payment and Delivery services offered by HYPERION BANK through its Service Providers.

**Service Provider** - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Internet Banking, Bill Payment, and electronic Bill Delivery services.

**you and your** - As used within this Agreement, “you” and “your” refer to the person enrolling in the Service, owner of the eligible accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

**we, us, or our** – As used within this Agreement, refer to HYPERION BANK and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that HYPERION BANK may involve in the provision of the Service.

#### **4. Basic Internet Banking Services**

- The basic features currently available through the Service include:
- Up to six months of complete Internet transactional detail and history
- Account Inquiries for balances, rates, etc.
- Copies of monthly Account Statements
- Transfers between your accounts at this Financial Institution
- External Transfers
- Secure e-mails via the Service's messaging system
- Secure File Transfers
- View loan balances
- Online check reorders
- Stop payments on checks that you have written
- Transaction downloads into Quicken®, QuickBooks, Microsoft® Money & Turbo-Tax®

Bill Payment services are optional. Bill Pay is available via single sign-on, after the customers accept the terms and conditions to access bill pay. Bill Payment customers also have access to electronic Bill Presentment or Bill Delivery. We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

#### **5. Other Basic Internet Banking Features**

##### **(A) Stop Payment Feature**

The stop payment feature within the Service is only for stopping payments on checks that you have written or for stopping pre-authorized electronic drafts that are deducted from your account. This feature is accessible in the "Additional Services" menu of the Internet Banking Service and provides a means to securely forward your stop payment requests to us for processing.

Stop payment requests received through the Service will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact our CUSTOMER SERVICE DEPARTMENT directly via telephone or in person. The stop payment feature within the Service should not be used to cancel transfers and Bill Payments. There is typically a stop payment fee associated with this feature. Please refer to our fee schedule for additional information or contact us at 215-789-4200. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Additional information on stop payments is available within the Service.

##### **(B) Check Reorders, Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services**

Additional features within the Service include: check reorders, secure emails for address changes, document requests, and secure file delivery. The submission of requests, such as those for address changes, document requests, or check reorders, will generate a secure email to this Financial Institution. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Internet Banking Department.

We also offer a direct link for check reorders. This link will securely submit your reorder request directly to the check printer. In addition, in the User's Services menu, you can request Bill Payment services and the addition/removal of Linked Accounts. The secure file transfer feature within the Service provides a means for you to forward files to this institution in a secure manner. There may be additional fees associated with some of these services, such as when you reorder checks through the Service. Fees will be disclosed in our fee schedule and/or at the time of your request.

## **6. Commercial Internet Banking Services**

Additional online features are currently available for Business Customers. These features may be subject to additional terms and conditions and fees.

- ACH Credit and Debit Origination
- Direct Deposit Originations
- NACHA File Imports
- Balance Reporting
- Wires

We may add or remove certain features and/or functionality from time-to-time. Business Customers interested in these services should contact us for additional information.

## **7. Fees**

Basic Internet Banking Service: (view balances and account transfers) – No charge

Consumer Bill Payment – Has NO fees.

Business Customers: BUSINESS BILL PAY IS CURRENTLY OFFERED – No charge

For Business Customers, additional charges may apply for services such as: ACH Origination, EFTPS, Wire Transfers, NACHA File Imports, or Repurchase Agreement Tracking. These fees may vary and are subject to separate agreements.

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **8. Requirements for Enrolling in the Service**

In order to enroll in the Service:

You must have an Eligible Account with this Financial Institution. Your account with us must be in good standing.

You must be 18 years of age or older.

You must be a resident of the United States or its possessions.

You must have a computer and Internet browser that will support 128 bit encryption. You will need Internet access through an Internet service provider (ISP).

You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.

You will also need an external email address for the delivery of electronic notices and disclosures.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement. If we revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

## **9. Enrollment Process**

You can enroll for the Service on the Internet. You will also choose your User ID and Passcode during the enrollment process. Retail users will choose their User ID and Password during the enrollment process, as well as choose security questions for multifactor authentication. Commercial Users will choose their User ID during registration and will be emailed a temporary password when their enrollment has been completed by a member of Deposit Operations. The temporary password will work for the initial log-in, and then commercial Users will be prompted to create a new, unique password as well as choose security questions for multifactor authentication. When you enroll for the Service, you agree to provide true and accurate enrollment information. Business Customers interested in the commercial features of the Service should contact us directly at 215-789-4200.

## **10. Linked Accounts**

When you first enroll for the Basic Internet Banking Service, we will link all of your designated Eligible Accounts to one User ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at 215-789-4200 or send us a secure email message through the Service. With the exception of sole proprietors,

Business Customers may NOT link personal Consumer accounts to the Service. When retail users first enroll, the accounts designated during enrollment will be linked to the User ID provided they match the customer's account numbers in the Core system. Requests to add additional transaction or loan accounts to the profile can be made via secure message in the online banking portal or by contacting Customer Service. Accounts designated during the registration process will be linked to the profile for commercial users when the enrollment is completed by Deposit Operations. Commercial Users owning multiple businesses with different EIN numbers can request to link these businesses to the same User ID for single-sign-on capability. Requests to add additional business accounts or loan accounts to the profile can be made via secure message in the online banking portal or by contacting Customer Service.

### **11. Signature Requirements**

When any transfer, ACH, or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through the Service. Any Authorized User must be authorized individually to make electronic transfers and online Bill Payments even though that person's authority to make transfers by other means may still require dual signatures. BILL PAYMENT PRIVILEGES ARE RESTRICTED ON DUAL SIGNATURE ACCOUNTS.

### **12. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

### **13. Canceling or Changing Transfers**

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending". For Business Customers, the term "transfers" also includes ACH and wire transactions. In order to cancel or change a pending transfer that has not been submitted to us for processing, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made before 4:00PM EST for transactions to be processed the same Business Day
3. You may edit a pre-scheduled (future dated/automatic) transaction any time before 4:00PM EST on the Business Day before the scheduled transfer or payment date.
4. For transfers, you can change the transfer amount to \$0.00, or
5. If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account.

For Business Customers, additional guidance on creating, canceling, editing ACH and wire transactions is available within the Service and from our customer service department. Business Customers may edit, delete, or unapprove wire transfers or ACH transactions prior to the effective date. After-cut-off time, if changes are necessary, please contact us immediately, we may not have sufficient time to stop such transactions from further processing. Separate agreements may detail the required time-frames for submitting and making changes to these types of transactions. For assistance, you can send us a secure e-mail through the Service or call our Internet Banking Department.

If you need our assistance on making edits to automatic/future dated transfers; you can send us a secure email through the Service; however, we must receive your request three (3) Business Days or more before the transaction is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after the call.

#### **14. Bill Payment and Transfer Limitations**

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

#### **15. Bill Payment Terms and Conditions**

##### **(A) Bill Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the Service when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

##### **Expedited Payments Terms & Conditions**

**YOU MAY NOT ACCESS OR USE THE EXPEDITED BILL PAY SERVICE WITHOUT FIRST ACKNOWLEDGING YOUR ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY.**

##### **Terms and Conditions of the Expedited Bill Pay Service**

These Terms and Conditions of the Expedited Bill Pay service (the "Agreement") are between Hyperion Bank and you. This Agreement governs the Expedited Bill Pay Service that Hyperion Bank offers as part of our Online Banking services. It supplements and is in addition to the Terms and Conditions of the Bill Pay Service ("Bill Pay Terms"). However, if the terms of this Agreement conflict with the Bill Pay Terms, the terms of this Agreement shall control. Terms not defined in this Agreement have the meaning given them in the Bill Pay Terms. In the remainder of this Agreement "us" or "our" refers to Hyperion Bank and includes any agent, independent contractor, designee, or assignee that we involve in the provision of the Expedited Bill Pay service. A reference to "you", "your" or "yours" includes you and any person authorized by you to access the Expedited Bill Pay Service.

##### **Definitions**

"Expedited Bill Pay" means the service Hyperion Bank offers that allows you to submit Payment Instructions for expedited delivery of a payment to a Payee.

"Expedited Overnight Check" means a check that we initiate on your behalf, delivered to the Payee by overnight courier per your Payment Instruction.

"Payment Delivery Date" means either (1) the date disclosed by us as the date on which the payment will be delivered to the Payee, or (2) the date determined according to the lead days and cut-off times required for the Payee.

"Payment Request Date" means the date on which we receive Payment Instructions from you. Expedited Bill Pay Service

Our Expedited Bill Pay service allows you to submit Payment Instructions for delivery of a payment to your Payee no later than the next Business Day. You may select either the Electronic Payment option (for same-or next-Business Day payments) or the Expedited Overnight Check option (for next-Business Day payments). If your Payee does not have the capability to take delivery of an Electronic Payment, you will have the option of sending the payment by Expedited Overnight Check.

In order for an Expedited Bill Pay to be delivered to a Payee no later than the next Business Day, you must submit (a) accurate and complete Payment Instructions, (b) on a Business Day, and (c) prior to the Payee's designated cutoff time for that Business Day. An Expedited Bill Pay submitted with inaccurate or incomplete Payment Instructions may be rejected or may not be delivered on time. An Expedited Bill Pay submitted on a non-Business Day or after the Payee's daily cutoff time will be processed for delivery the following Business Day. The Payee's cutoff time will be displayed to you before the payment is finalized.

You will be charged a fee for each Expedited Bill Pay item submitted, regardless of whether it was properly submitted. See Hyperion Bank's current fee schedule.

#### Service Guarantee

If we do not deliver an Expedited Bill Pay on time or in the correct amount according to the terms of this Agreement, we will reimburse any late fees and/or finance charges the Payee assesses you for the late delivery, excluding any fees or charges assessed on your total outstanding balance with the Payee. However, we will not be liable for failing to deliver an Expedited Bill Pay by the Due Date if:

- you provide inaccurate or incomplete Payment Instructions, including an incorrect payment amount,
- you exceed the maximum allowed Bill Pay limit
- the overnight courier does not guarantee next-day service to the delivery address you specify for an Expedited Overnight Check, or
- one of the exceptions to the Service Guarantee listed in the Bill Pay Terms applies.

#### Limitations

Hyperion Bank will provide Expedited Bill Pay service up to a predetermined dollar amount per customer per day. Payee capability, payment delivery mechanisms and other factors can limit the availability of Expedited Bill Pay service. Expedited Overnight Checks are limited to delivery within the United States and its territories (cannot send to an address in Hawaii or Alaska) excluding delivery to PO Box addresses. You are responsible for entering and verifying the delivery address for any Expedited Overnight Check to ensure it is a correct and valid overnight package delivery address for the Payee. We will not be liable for consequential damages that might arise from the Expedited Bill Pay not arriving by the Due Date.

Due to the need to transact an Expedited Bill Pay as quickly as possible, Hyperion Bank will execute your Payment Instructions immediately upon submission. You will not have the ability to edit or cancel the Payment Instructions after the payment request has been confirmed.

#### (B) The Bill Payment Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. Except as expressly stated otherwise within this Agreement, this Financial Institution and/or its Service Providers will bear the responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

#### (C) Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize our Service Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of the Service.

(D) Payment Methods

Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a Laser Draft Payment.

(E) Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

(F) Bill Payment Stop Payment Requests

The ability of this Financial Institution and its Service Provider to process a stop payment on a Bill Payment request will depend on the payment method and whether or not a check or Laser Draft Payment has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact our Customer Service department. AT: CUSTOMERSERVICE@HYPERIONBANK.COM OR 215-789-4200.

Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

(G) Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

(H) Bill Payment Information Authorization

Requests for Bill Payment privileges may not be fulfilled if this Financial Institution and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service; you agree that this Financial Institution and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that this Financial Institution and its Service Providers reserve the right to obtain financial information regarding your account from a Biller or your Financial Institution (for example, to resolve payment posting problems or for verification).

(I) Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service.

(J) Exception Payments

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall this Financial Institution or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted or misdirected exception payments will be your sole responsibility.

(K) Biller Limitation

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt

to make a prohibited payment or an exception payment under this Agreement.

(L) Failed Transactions

In using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
2. For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
3. You will reimburse our Service Provider for any fees, it may incur in attempting to collect the amount of the return from you; and
4. Our Service Provider is authorized to report the facts concerning the return to any credit-reporting agency.

**16. Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

(A) Information Provided to the Biller

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill. Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

(B) Activation

Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

(C) Notification

Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

(D) Cancellation of Electronic Bill Notification

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s)

as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**(E) Non-Delivery of Electronic Bill(s)**

You agree to hold harmless, this Financial Institution and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

**(F) Accuracy and Dispute of Electronic Bill**

Neither this Financial Institution, nor its Service Providers are responsible for the accuracy of your electronic bill(s). This Financial Institution and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **17. Privacy**

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service.

**(A) Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our privacy notice for additional detail on disclosure of account information.

## **18. Internet Security**

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our system will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Service.

**User ID & Password** - One of the main security features protecting the Service is the unique combination of your User ID & Password. During the enrollment process, you will be asked to select a unique User ID, and then choose a Password that will be used to gain access to the Service. You determine your own Password, which is encrypted in our database. Neither this Institution nor its Service Providers have access to this information. The Service will automatically deactivate your account after three unsuccessful login attempts within a 24-hour time frame. You may ONLY reset your Password BY contacting this Institution for assistance at 215-789-4200. Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is hard to guess.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do NOT use dictionary words. The Service will offer tips on choosing a secure Password that you can remember.
- Keep your Password safe.
- Memorize your Password and do NOT write it down.
- You should also change your Password occasionally, such as every 90 days.

- A Password should be changed immediately if you suspect that your Password has been compromised. This can be done at any time from the “My Profile” menu after you log on to the Service.

**Neither this Institution nor its Service Providers will contact you via telephone or email requesting personal information, your User ID, or your Password. If you are contacted by anyone requesting this information DO NOT PROVIDE IT then contact us immediately.**

Encryption – The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet. Certificate Authority - The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet

Explorer, you will see that the Certificate Authorities key may have expired; you will need to update your browser. Instructions for upgrading your browser are located on the Browser SSL Update link, which is located on the Service login page. By clicking on the lock within the Service, you can view the certificate to ensure it’s valid.

Cookies - During your use of the Service, our Internet banking Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide a User ID and Password for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Internet banking product. The cookie is stored on your computer’s hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

Additional Security Guidelines:

- All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Keep your computer’s operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

## **19. Your Password Responsibilities**

When you accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You are responsible for all transfers and Bill Payments you authorize using the Service. If you permit other persons to use the Service, your Password, or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you

must notify us at once by calling 215-789-4200 during customer service hours. You can also contact us by sending a secure message through the Service.

If you or your Authorized users disclose your Password to anyone, and/or if you allow someone to use your Password to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the Service by them (e.g., such as when you provide this information to a joint account holder, an employee, and/or an aggregation service provider).

In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

## **20. Our Liability for Failure to Complete Transactions**

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);  
The Service and/or the payment processing center is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;
- b. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
- c. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
- d. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
- e. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
- f. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- g. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- h. Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
- i. Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, this Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **21. Documentation and Verification of Payments and Transfers**

Information regarding Internet Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

## **22. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts**

### **(A) Errors and Questions**

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at 215-789-4200 during customer service hours;
- Contact us by using the secure messaging feature within the Service; or
- Write to us at HYPERION BANK CUSTOMER SERVICE – 199 WEST GIRARD AVENUE,  
PHILADELPHIA, PA 19123

If you think your statement is incorrect or you need more information about an electronic transfer

or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name, relevant Service account number(s), and Customer Number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

#### (B) Consumer Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Customer Number or Password has been lost or stolen.

Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If consumer customers tell us within two (2) Business Days after you discover your Password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **23. Additional Provisions Applicable Only To Business Customers**

#### (A) Protecting Your Account

The Service will allow Business Customers to establish individual Customer Number, Password, privileges for each Authorized User. Transaction history is maintained for each Customer Number. Additional fees maybe assessed for each Customer Number.

Business Customer(s) will be solely responsible for designating its Authorized Users, assigning privileges, and disclosing the identity of said users to this Institution and all changes thereof in writing. BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS AUTHORIZED USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSFERS AND BILL PAYMENTS THROUGH THE SERVICE.

BUSINESS CUSTOMER AUTHORIZES THIS INSTITUTION AND ITS SERVICE PROVIDERS TO ACT UPON, AND YOU AGREE TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH YOUR ACCESS ID AND PASSWORD AND/OR THE CUSTOMER NUMBER AND PASSWORD OF AN AUTHORIZED USER. FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO

HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE SERVICE OR COMPANY ACCOUNTS BY ITS AUTHORIZED USERS. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OUR ACTING UPON ANY DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH A CUSTOMER NUMBER AND PASSWORD OF AN AUTHORIZED USER.

You agree that we may send notices and other communications, including emails, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that the Financial Institution and/or its Service Providers will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. In addition, you agree to:

- Require all Authorized Users to keep Passwords secure and strictly confidential;
- Immediately notify us and select a new Password if you or your Authorized Users believe your Passwords may have become known to an unauthorized person.

We may disable Passwords of Authorized Users even without receiving such notice from you, if we suspect Passwords are being used in an unauthorized or fraudulent manner.

Business customers shall be solely responsible for the development and implementation of all commercially reasonable procedures to control access to their computer systems and to protect any data files stored thereon. Business customers shall be solely responsible for all appropriate and commercially reasonable, physical, logical, and network security systems and devices to protect the security of data files maintained on computer(s) used to access the service as well as the protection against unauthorized access to business computers, and/or networks used to access the service. Business customers shall be solely responsible for any and all losses and damages arising from any authorized or unauthorized access to the service.

This financial institution and its service providers shall have no obligation, liability or control, either directly or indirectly concerning the Business customers' selection of security systems or devices for the protection of any data files or computers used to access the services or over business customers development or implementation of security procedures or the failure of business customer to maintain said procedures.

(B) Commercially Reasonable Security Procedures of the Service

When you accept this Agreement and use the Service, you acknowledge and agree that the Service includes security measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the Service, including procedures to protect the confidentiality of your Customer Number and Password and the same for your authorized users. You agree to notify this Financial Institution in the event that your use of the Service would necessitate or be better served by a level of security that exceeds that offered by the Service. If you fail to notify this Financial Institution, you acknowledge and agree that the security aspects of the Service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

(C) Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

Telephone us at 215-789-4200 during customer service hours;

Write us at: HYPERION BANK CUSTOMER SERVICE – 199 WEST GIRARD AVENUE, PHILADELPHIA, PA 19123

(D) Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transfer or Bill Payment, HYPERION BANK will not owe you any interest on the

amount in question, even if we are otherwise liable to you in connection with the transaction.

HYPERION BANK and its Service providers shall have no liability to you for any unauthorized payment or transfer made using your Password that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice. If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

(E) Limitation of Institution Liability

This financial institution and its Service providers will be deemed to have exercised all due care and to have acted reasonably if we act in accordance with the terms of this Agreement and will be liable for loss sustained by you only to the extent such loss is caused by our misconduct. This Financial Institution and its Service Providers will have no liability for any loss or damage:

- Related to the dishonesty of the Business Customer's employees, officers, agents or Authorized Users;
- Resulting from any receiving financial institution's failure to accept any payment or funds transfer request;
- Resulting from any delay in the performance of this Agreement, which is caused by an act of God, fire or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between HYPERION BANK and third parties, or any other condition outside of our control.

If this Financial Institution and/or its Service Providers fail or delay in making a transfer or Bill Payment pursuant to your instruction, or if we make a transfer or payment in an erroneous amount which is less than the amount per your instruction, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay, calculated from the date on which the payment was to be made until the date it was actually made or you canceled the instruction.

We may pay such interest either to you or the intended recipient of the payment, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment in an erroneous amount which exceeds the amount per your Payment Instruction, or if we permit an unauthorized payment after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid, plus interest thereon from the date of the payment to the date of the refund, but in no event to exceed sixty (60) days interest.

If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average Federal Funds rate at the Federal Reserve Bank in the district nearest to HYPERION BANK for each day interest is due, computed on the basis of a three hundred sixty (360) day year.

No third party will have rights or claims against HYPERION BANK and/or its Service Provider under this Agreement. The terms of this section will survive termination of this Agreement.

(F) Indemnification

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless HYPERION BANK and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by HYPERION BANK through the Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

**24. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications,

services, and/or related material and limit access to only the Service's more recent revisions and updates.

## **25. Electronic Disclosures**

### **INTERNET BANKING AND BILL PAYMENT SERVICE AGREEMENT AND DISCLOSURE**

As used in this Agreement and Disclosure, (the "Agreement") the term "Payee" means the person or entity to whom you wish a bill payment to be directed; "Payment Instruction" means the information provided by you to the Service for a bill payment to the Payee (such as, but not limited to, Payee name, Payee account number and payment date); "Payment Account" means your checking account from which all payments will be made; "Business Day" means Monday through Friday, excluding Federal Reserve holidays; "Scheduled Payment Date" means the Business Day of your choice upon which your bill payment will begin processing. "Cutoff Time" means 11:45PM Eastern Time on any Business Day, and such a time is the time by which you must transmit your payment instructions to have them considered entered on that particular Business Day.

All Internet Banking Services are governed by this Agreement, all applicable federal regulatory disclosures and the Account Disclosure Information. All applicable fee schedules published by the Bank from time to time will apply to the Internet Banking Services. You are responsible for the payment of any fees incurred by you on any account, for any service, at any time. You agree to pay all such fees upon request of the Bank. Further, you agree to pay all telephone charges or fees incurred by you in accessing Internet Banking Services.

Your initial use of any Internet Banking Services in connection with your account at the Bank constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Account Disclosure Information. Such initial use acknowledges your receipt and understanding of this Agreement and Deposit Account Terms and Conditions. The Bank is entitled to act upon instructions received through any Internet Banking Service under your PASSWORD and without inquiring into the identity of the person using that PASSWORD. However, you agree that you will not, under any circumstances, disclose your PASSWORD by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your PASSWORD, that Bank employees do not need and should not ask for your PASSWORD. You agree never to provide your PASSWORD to anyone, including anyone claiming to represent the Bank. The Bank has no responsibility for establishing the identity of any person or determining the validity of any transaction. You agree that if you give your PASSWORD to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your PASSWORD will have access to your accounts. You agree to notify the Bank immediately in the event your PASSWORD is lost or stolen or is otherwise compromised. At any time, you may ask the Bank to disable your PASSWORD. For joint accounts, each person may have a separate Customer Number and PASSWORD, or each may use a joint Customer Number and PASSWORD. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

You hereby indemnify and release the Bank from any and all liability and agree not to make any claim against the Bank or bring any action against the Bank honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your PASSWORD to that person. You agree to reimburse the Bank for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of the Bank's honoring or allowing transactions on the account where the PASSWORD was used. By providing the Service with the names and account information of those Payees to whom you wish to direct payment, you authorize the Service to debit your Payment Account on the selected Scheduled Transmit Date and remit funds to the Payee on your behalf. Adequate funds for the payment must be available on the Scheduled Payment Date. If not, we will make three (3) additional attempts, but all additional attempts are subject to Uncollected Funds or Non-Sufficient Funds Fees, as disclosed in the Fee Schedule.

You understand that payments may take up to 10 business days to reach the vendor and that funds will be sent either electronically or by check. Your financial institution is not liable for any service fees or late charges levied against you. The Service will use its best efforts to make all of your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

- a. If through no fault of ours, your Payment Account does not contain sufficient available funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account;
- b. The bill payment processing center is not working properly and you know or would have been advised by the Service about the malfunction before you execute the transaction;
- c. The Payee mishandles or delays a payment sent by the Service;
- d. You have not provided the Service with the correct name, phone number, or account information for the Payee; or,
- e. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.
- f. Provided none of the foregoing five (5) exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Payee any previously misdirected transactions.

#### Prohibited Payments

The following payments are either prohibited through the Service, or may be returned by the Payee: Tax Payments; Court ordered payments; and Payments to Payees outside of the United States.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

#### Exclusions of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### Alterations and Amendments

This Agreement, applicable fees, and service charges may be altered or amended by the Service from time to time. In such an event, the Service shall send notice to you at your address of record. Any use of the Service after the dates specified in the notification will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material and limit access to the Service's more recent versions and updates.

#### Payee Limitation

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will attempt to notify you promptly if it decides to refuse to pay a Payee designated by you. If such notification attempts fail, the funds will be automatically returned to your Payment Account.

#### Electronic Notification

You agree that the Bank may, as permitted by law, provide all applicable disclosures to you electronically. You are responsible for downloading or printing the disclosures or providing the Bank with a non-electronic address to which the disclosures may be mailed.

#### ELECTRONIC STATEMENT AMENDMENT TO INTERNET BANKING AND BILL PAYMENT SERVICE AGREEMENT

As a registered user of the Internet Banking services offered by Hyperion Bank (hereinafter referred to as "Hyperion", "bank", "us" or "we"), you now have the option to receive electronic monthly/periodic statements for any of your eligible statement savings and checking accounts (collectively referred to hereinafter as "deposit accounts" or "accounts") with HYPERION that are linked to and accessible through Hyperion Bank's Internet

Banking System. This Electronic Statement Amendment ("Amendment") shall supplement and modify to the extent necessary the terms and conditions of the Internet Banking and Bill Payment Service Agreement which you have previously entered into with Hyperion. If you want to receive electronic account statements on any eligible account instead of statements sent to you by mail, you must first read and agree to all the terms and conditions set forth in this Amendment. By clicking on the "ACCEPT" button, you will acknowledge your understanding of, and agreement to, the following terms and conditions:

- a. You agree to the electronic delivery to you of the Internet Banking and Bill Payment Agreement, this Amendment and any monthly/periodic account or billing statements (collectively referred to hereinafter as "account statements") that are required under applicable law to be delivered to you in writing with respect to each of your statement deposit accounts (including any associated overdraft lines of credit) that have been converted to electronic statement delivery pursuant to both your instructions and this Amendment. You further agree that any other disclosures, such as a change-in-terms notice that is required to be sent to you relative to any of your accounts during the period that this Internet Banking and Bill Payment Agreement is effective may be delivered to you via electronic means to your primary e-mail address, or that a notice may be e-mailed to your primary e-mail account advising you that a change-in-terms notice has been posted on our website: [www.hyperionbank.com](http://www.hyperionbank.com). Regardless of the methodology utilized, the notice or the message will be sent prior to the effective date of the change. Any use of your accounts subsequent to the effective date of the change will constitute your acceptance of the change-in-terms.
- b. Once you have accepted the terms and conditions set forth in this Amendment, each of the eligible deposit accounts designated by you and approved by HYPERION will be converted by HYPERION to electronic statement delivery (hereinafter referred to as "converted account(s)"). Accordingly, you will no longer receive account statements by mail for any such converted account (including any associated overdraft lines of credit).
- c. In order to provide you with electronic account statements on your deposit accounts as set forth herein, HYPERION must consolidate all of the statement/billing cycles on each of your converted accounts to one common cycle ending/cut-off date. You agree to any resulting change to your current statement/billing cycle date and period. You also agree that, due to the transition from your current statement/billing cycle date and period to the new date and period as described above, your first electronic account statement that covers any applicable overdraft line of credit may reflect a payment due on your account that is either higher or lower than your usual monthly/periodic payment. You will not be assessed any additional fees or other charges associated with the conversion of your account to electronic statement delivery.
- d. Pursuant to this Amendment, HYPERION will deliver any applicable electronic statement to you by making such statement available online through your Online Banking Account as described herein for you to access at your convenience. Additionally, if you are not enrolled in our Internet Banking and Bill Payment System, you may access your electronic statement by following the link provided to you in the notification e-mail message. Each of your monthly/periodic electronic statements will be available for your viewing, downloading, or printing for a period of ninety (90) days from the date you are first notified the statement is available to you online. HYPERION will send you an electronic e-mail message to the e-mail address we have on file for you each time an electronic statement is made available online. You will be responsible for viewing each of your electronic account statements in a timely manner so as to comply with any payment due dates, error resolution requirements and time periods, or with any other terms and conditions of your account(s) affected by this Amendment. If you cannot access, print or view your electronic statement for any reason, you must contact HYPERION immediately at 215-789-4200 to make alternate arrangements to gain access to your account statement and/or statement information so that you can properly and timely comply with your account obligations.
- e. By accepting the terms of this agreement, you agree to maintain a valid, active e-mail address. You

must promptly notify Hyperion Bank of any change in your e-mail or postal address by contacting Hyperion Bank at 215-789-4200 or at any of Hyperion Bank's current or future branch locations. Hyperion Bank is not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from E- Statements or notifications sent to an invalid or inactive e-mail address or postal address that you have provided.

- f. Once any account has been converted to electronic statement delivery pursuant to this Amendment, you will no longer receive paper images of your cancelled checks but you will be able to access check images as part of your monthly/periodic electronic account statement.
- g. You will not be charged a fee for the electronic delivery of your account statement(s) pursuant to this Amendment. However, once your account(s) have been converted upon your request hereunder to electronic statement delivery, HYPERION reserves the right to charge you a fee if you request HYPERION to mail or otherwise provide you with a hard-copy of any account statement that already has been provided to you electronically. Please consult our Schedule of Fees available online on the HYPERION website for a listing of our current fee(s) associated with your request for copies of your statement.
- h. YOUR ELECTRONIC STATEMENTS WILL BE MADE AVAILABLE ONLINE IN A PORTABLE DOCUMENT FORMAT (PDF) FILE. ACCORDINGLY, YOU WILL NEED TO HAVE ADOBE® ACROBAT® READER® OR COMPATIBLE SOFTWARE INSTALLED ON YOUR COMPUTER IN ADDITION TO YOUR NORMAL INTERNET BROWSER SOFTWARE IN ORDER FOR YOU TO ACCESS, VIEW, OR PRINT YOUR ELECTRONIC STATEMENTS MADE AVAILABLE HEREUNDER. TO DOWNLOAD A FREE COPY OF ADOBE® ACROBAT® READER®, PLEASE VISIT WWW.ADOBE.COM.
- i. By accepting below, you confirm that you meet the hardware and software requirements for you to access our Internet Banking System and to access, view, and print your electronic account statements as contemplated under this Amendment.
  - j. HYPERION hereby reserves at all times the right in its sole and absolute discretion to approve of and/or deem whether any account or account holder is eligible for the services set forth in this Amendment.
  - k. HYPERION hereby reserves the right to terminate this Amendment and/or to cancel the ability of any account holder to access any electronic statement at any time without notice or as otherwise allowed by law. If HYPERION takes any such action, HYPERION shall make the necessary changes to any affected account so as to allow for the delivery of any related account statements by mail or as otherwise provided under the original terms of the applicable account agreement with HYPERION.
  - l. This Amendment shall be effective until revoked by you either by notice sent electronically in an e-mail to HYPERION at [customerservice@hyperionbank.com](mailto:customerservice@hyperionbank.com) or in writing mailed to: Hyperion Bank, ATTENTION: Customer Service Center, 199 West Girard Avenue, Philadelphia, PA 19123.
  - m. HYPERION hereby reserves the right in its sole and absolute discretion to limit the approval or availability of and the access to the services set forth in this Amendment on any subject account being applied for hereunder to only the individual listed on the bank's records as the primary account holder of such account(s).
  - n. If any account which you have applied for and have been approved by the bank to receive electronic statements on is a joint account, please be advised that only you will receive and be able to access the electronic statement for such account. Therefore, you are solely responsible for promptly and timely sharing any account statement or any statement related information provided thereon with your joint account holder as the need may be and/or as requested of you by any respective joint account holder.

If you have any questions concerning this Amendment, please contact our Customer Service Center at: 215-789-4200.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at: CUSTOMERSERVICE@HYPERIONBANK.COM 215-789-4200

You can also “opt-out” of electronic only statements on the statements page within the Service. In addition, you can request paper copies of documents through the Service free of charge. AN Additional fee for EACH paper copy of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies. See the current Hyperion Bank Fee schedule.

You should print or save a copy of all disclosures delivered electronically.

If you enroll for the Service in one of our office locations, we will send you an e-mail and ask you to confirm your ability to access the Service and related its related online disclosures. We may ask you to confirm by sending us a secure message through the Service.

#### **26. Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a “Welcome” e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Internet Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service in the User Services menu or by contacting our Internet Banking Department at 215-789-4200 – CUSTOMERSERVICE@HYPERIONBANK.COM – 199 WEST GIRARD AVENUE, PHILADELPHIA, PA 19123. Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### **27. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, please contact our Internet Banking Department or send us a secure email through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of THREE (3) consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Internet Banking Department AT 215-789-4200.

#### **28. Exclusions of Warranties and Limitation of Damages**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding our efforts to ensure that the Service is secure, we cannot and do not warrant that all data transfers via the Service will be free from monitoring or access by others.

You are solely responsible for the maintenance, installations, and operation of your computer. Neither this

financial institution nor its service providers shall be responsible for any delays, errors, deletions, or failures that occur as a result of any malfunction of your computer or software.

THE FOREGOING SHALL CONSTITUTE HYPERION BANK AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL HYPERION BANK or its service providers BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS or attorneys' fees (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

### **29. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### **30. No Waiver**

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any 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.

### **31. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **32. Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

### **33. Waiver of Trial by Jury**

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, TO THE FULLEST EXTENT SUCH PARTIES MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY A JURY IN ANY PROCEEDINGS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY CORSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PARTIES ENTERING THIS AGREEMENT.

### **34. Ownership of Material**

All content included on our site, including, but not limited to text, graphics, audio clips, logos, buttons, images, digital downloads, data compilations, software, html code, xml code, and icons, is the property of Hyperion Bank and protected by United States and international copyright laws. All software used on our site is the property of Hyperion Bank or its software suppliers and protected by United States and international copyright laws. Unless otherwise provided for, use of any material appearing on our site is prohibited without the prior written consent of Hyperion Bank. "Hyperion Bank", the Hyperion Bank logo and other marks on our site are registered trademarks or trademarks of Hyperion Bank in the United States and worldwide. Other graphics, logos, page headers and service names are trademarks or trade dress of Hyperion Bank. Hyperion Bank's trademarks and trade dress may not be used in connection with any product or service that is not related to Hyperion's goods and services, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Hyperion Bank. Unless otherwise noted on our site, all other trademarks, service marks and logos used in this site are the trademarks, service marks or logos of their respective owners.

### **35. Governing Law and Relation to Other Agreements**

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State OF PENNSYLVANIA, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its conflicts of laws provisions.

#### AUTOMATED CLEARING HOUSE (ACH) DISCLOSURES

- a. PROVISIONAL PAYMENT DISCLOSURE—Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.
- b. NOTICE DISCLOSURE—under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.
- c. CHOICE OF LAW DISCLOSURE—We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

#### SAFETY AND SECURITY TIPS

Customers are often victims of crimes which involve their financial institutions. Depending on the type of crime, the customer and/or financial institution can sustain losses of varying severity, and it is conceivable that physical harm may occur during the commission of certain crimes. It is in your best interest to be aware of such crimes and assume a protective attitude in order to avoid becoming a victim. The following sections present some safety and security tips that can be helpful to you in attempting to avoid the situations that may cause you to be vulnerable.

#### Check Security

A significant number of check fraud losses that occur involve customer accounts. In order to avoid becoming an unwitting victim of fraud schemes, you need to know about the existence and consequences of fraud, proper check issuing, and timely statement reconciliation. Other tips to protect your checking account include the following:

- a. Guard your checkbook and extra (new) checks. Never give your account and routing numbers to people you do not know, especially to anyone over the telephone;
- b. Never use your deposit slip for "scrap" paper or notes and then give it to someone. Guard your deposit slips;
- c. Properly store or dispose of canceled checks;
- d. If your checkbook is lost or stolen, immediately inform us;
- e. When traveling for a period of time, it is wise to leave your checkbook at home, locked away, and purchase traveler's checks or use your ATM/Debit Card;
- f. Always write checks using ink pens—never pencil;
- g. Write the payee name, and the dollar amount in both numbers and letters, as far to the left in the allotted space as possible and draw a line through the unused space to the right of the letters and numbers to prevent additions;

- h. Balance or reconcile your checkbook register with your monthly bank statements;
- i. When writing the payee name on the "Pay to the Order of" line, make sure the name is spelled out so it cannot be altered (e.g., I.B.M. could be changed to I.B. Maroney).

#### **ATM Security**

- a. Do not lend your ATM card to anyone.
- b. If possible, avoid using ATMs during hours of darkness. If you must do so, try to have another person accompany you.
- c. If an ATM facility must be used at night, try to select one in an area that is well lighted.
- d. When possible, try to choose a facility that has limited foliage and is well-trafficked.
- e. Familiarize yourself with security devices in place at the ATM you elect to use.
- f. Thoroughly observe the area around the ATM before approaching and using the machine, look for suspicious persons loitering nearby, especially people who remain in parked cars.
- g. At a drive-up facility, make sure all passenger windows are closed; all doors are locked, and have a keen awareness of your surroundings.
- h. Be cautious of anyone who engages you in conversation as you approach the ATM, while you are using it, or immediately thereafter.
- i. Be suspicious of anyone who closely observes you while you are using the ATM; protect your PIN from view.
- j. If you notice anything suspicious or are uncomfortable after you begin an ATM transaction, cancel the transaction, take your card, and leave the area to use another ATM machine.
- k. Spend as little time at the ATM facility as possible.
- l. Don't count or needlessly expose cash at the ATM. It should be counted in a secure place away from the machine.
- m. Don't leave your receipt at the ATM because it may contain account information.
- n. Don't reveal your PIN to anyone in person or over the telephone for any reason, even if the individual represents himself as a bank employee. This is especially important if you have recently lost or had your card stolen.

#### **Internet Security**

- a. Protect your privacy by providing personal information only if you know who is collecting it, and how it is going to be used.
- b. Look for symbols (such as a locked padlock or an unbroken key) on the screen. Such a symbol indicates that the information you are sending is encrypted (or turned into a secret code) and that your card information is protected.
- c. Choose a different password every time you register with a new website.

#### **Proceed with Enrollment for the Service.**

By clicking on the "I agree" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose cancel below.)

If you click "cancel" you can still enroll at a later time by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.

**Minimum System Requirements:** To receive and review disclosures electronically, and to view, download, and print E-Statements, you will need Microsoft Internet Explorer version 8 or higher, Safari version 5.1 or higher, Mozilla Firefox version 19.0 or higher, Chrome version 25 or higher and Adobe Reader version 9.5 or higher. We also recommend using a computer with a minimum of Pentium processor, 2GB (gigabytes) of RAM (Random Access Memory), Modem or Internet connection and 250GB (gigabytes) hard drive storage. Electronic Statements are sent to you using a security technology called Secure Sockets Layer (SSL). For your security, your web browser must support SSL.