Electronic Banking
Service Agreement and Disclosure

What is Covered by this Agreement

This Agreement between you and First Priority Bank governs the use of our Electronic and Internet Banking and Bill Pay services (The Service). These services permit customers of First Priority Bank (consumers, sole proprietors, and other business customers) to perform an array of banking functions on accounts linked to the service through the use of a personal computer. Our *Electronic Fund Transfer Agreement and Disclosure*, which governs the use and describes your rights and responsibilities surrounding Electronic Funds Transfers, follows this Agreement. The terms "you" and "your" as stated herein refer to the First Priority Bank customer that is enrolled in Internet Banking. "We", "us", and "our" refer to First Priority Bank.

The purpose of this Agreement is to inform you of your rights under Regulation E and the Electronic Funds Transfer Act, if applicable. Your initial use of any Internet Banking service in connection with your account(s) constitutes your acceptance and agreement to be bound by the terms and conditions of this Agreement, as well as the agreements that are already in effect for any account linked to Internet Banking. If there is a conflict between the terms and conditions of this Agreement and one contained in the other agreements between us, this agreement will control. Further, you are responsible for the payment of any fees incurred by you on any account, for any service, at any time.

Each person on a joint account will be liable for all transactions that are made on the account. Further, 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 for 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 your Password was used.

Enrollment and Application Forms

To establish access to First Priority Bank's Electronic Banking Services, you will complete certain enrollment screens or other documents evidencing your desire to access your accounts using the Electronic Banking systems we provide. The specific available services are identified within this Agreement and Disclosure. Your completion of the enrollment screens and your signature on any other Agreements, if applicable, constitutes your agreement to the terms of this Agreement.

Services Provided

You can use the Personal Online Banking Services to access your Accounts. Our Personal Online Banking Services allow you to:

- View Account balances
- Review Account activity
- Transfer money between First Priority Bank deposit Accounts
- Reorder checks for your Accounts
- Setup automatic transfers between First Priority Bank accounts
- Setup fund transfers between accounts at First Priority Bank and other financial institutions (External Transfers)
- Communicate with us via secured messaging, including ordering copies of checks and/or statements
- Pay your bills online on an automatic or recurring basis or periodically as you request
- Open additional First Priority Bank deposit account(s)
- Obtain other services authorized by the Personal Online Banking Service

These activities are limited to the extent noted below and in the agreements governing your various accounts. You should refer to these agreements for restrictions and service charges.

Equipment and Technical Requirements

To use the Electronic Banking Services, perform Transactions and receive electronic disclosures, you must have a computer or other electronic equipment necessary for the Service at issue, such as a PC with Internet access and appropriate software (collectively, "The Equipment"). It is your responsibility to acquire the equipment which must include a web browser (such as Microsoft Internet Explorer®, Mozilla Firefox®, or an equivalent) capable of high-security 128-bit encryption (SSL/TLS). 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.

Virus Protection, Malware & Key Logging

You should routinely scan your computer and disks using reliable virus detection and anti-malware products. Viruses and malware which are not mitigated may corrupt and destroy your data, allow unauthorized access to your PC and potential theft of your personal information. Additionally, you could transmit the virus to other computers. You should take steps to secure your computer and also scan it

regularly for malware and key logging software. It is your responsibility to protect your computer against this type of software.

Firewalls

You should also utilize a firewall (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

Windows Updates and Operating System Patches

You should periodically update your operating system and browser for critical security related patches. Microsoft updates are released at least once a month. Updated and patches can be found at:

http://update.microsoft.com

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATION AND OPERATION OF YOUR COMPUTER. FIRST PRIORITY BANK SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, OMISSIONS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUS OR KEY LOGGING SOFTWARE THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR EQUIPMENT THAT YOU USE TO ACCESS OUR ONLINE SERVICES INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

User IDs and Passwords

One of the main security features protecting the Service is the unique combination of your User ID and 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 stored in encrypted form. Neither First Priority Bank nor any of its Service Providers have access to this information.

When selecting a password:

- It must be at least six (6) characters long.
- It must contain at least 1 alpha and 1 numeric character.
- It should not be based upon any personal information you have provided to us.
- You should not use words based on your name, address, or other personal information
- Do not use words found in the dictionary
- Special characters may be used to increase security

You are responsible for keeping your User ID and/or Password and account data confidential. We are entitled to act on transaction instructions received using your User ID and/or Password, and you agree that the use of your Password will have the same effect as your signature authorizing the transaction(s) or will authenticate your identity and verify the instructions you have provided to us. If you authorize other persons to use your User ID and/or Password in any manner, your authorization will be considered

unlimited in amount and manner until you have notified us in writing or by a message through our Message Center in Personal Online Banking (or e-mail) that you have revoked the authorization and changed your User ID and/or Password, and you are responsible for any transactions made by such persons until you notify us that transfers by that person or instructions regarding your Account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your User ID and/or Password.

Canceling Your Electronic Banking Services

We have the right to revoke or refuse access to, or terminate The Service at any time, without cause or notice. If we do, you understand that any previously-scheduled banking or Bill Payment transactions will not be made on your behalf. You will be denied access to Internet Banking if you do not enter the correct User ID, Password, or a combination of both. There is a limit on the number of failed logon attempts that can be made, and you will be denied access to Internet Banking if these limits are exceeded.

You may disable your Internet Banking access at any time by notifying us of your intent to cancel in writing, through Internet Banking secure email, or by calling First Priority Bank at1-877-533-4420. Prior to notifying us that you wish to terminate your Internet Banking access, we strongly suggest that you:

1. Cancel any scheduled payments
2. Cancel any automatic schedules

Special Considerations for Online Bill Pay

Definitions

"Payee" is 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" is the First Priority Bank checking account from which a bill payment will be debited.

"Business Day" means Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the Business Day upon which your bill payment will begin processing.

"Cutoff Time" means 8:00 PM Eastern Time on any Business Day by which you must transmit your payment instructions to have them considered entered on that particular Business Day.

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 Payment 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 two (2) additional attempts to debit these funds, but all three (3) attempts are subject to Uncollected Funds or Non-Sufficient Funds Fees, as disclosed in our Fee Schedule.

Our Responsibility

We, or a third party acting as our agent, are responsible for completing fund transfers for bill payments from your account(s) on time and according to your properly entered and transmitted instruction. If we do not complete a transfer to or from your account on time
or in the correct amount according to our agreement with you, we will be liable for your losses and damage. However, neither we, nor the Service Provider will be liable:

- If you do not have adequate funds in a deposit account to complete a transaction from the account, or if that account has been closed;
- If you have not properly followed Software or Bill Pay service instructions on how to make a transfer or bill payment;
- If you have not given complete, correct and current instructions so that a transfer or bill payment can be made;
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the Payee by the time it is due;
- If you request a payment amount that exceeds the minimum or maximum dollar limit for an individual payment;
- If a timely bill payment is made but the Payee nevertheless does not credit your payment promptly after receipt;
- If withdrawals from any eligible accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your equipment and/or the Software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
- If circumstances beyond our or our agent's control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by Payees, fires, floods, and other natural disasters.

Prohibited Payments

The following types of 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

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 payment to a Payee designated by you. If such notification attempts fail, the funds will be automatically returned to your Payment Account.

Special Considerations for External Transfers

We may enable your account to make transfers between your eligible First Priority Bank (FPB) personal accounts (checking, savings, and money market accounts) and your accounts at other financial institutions (FI), using that financial institutions ABA Routing Number.

Through *External Transfer*, you can deliver funds to or from your accounts in a minimum of three business days. You cannot use *External Transfer* to transfer funds to third parties or to or from an account that is held or owned solely by a person other than you. The *External Transfer* function is a "self service" feature and will only be enabled after a test (one debit and one credit transaction less than $1.00 each) is completed to the external FI. Once the verification steps have been completed through Internet Banking, you will be able to initiate one-time or recurring *External Transfer*s. FPB uses the Automated Clearing House ("ACH") network to initiate electronic debits and credits to your eligible account(s) and the external bank account(s) to process a transfer instruction. We make no representation or warranty to you that:

- the FI that holds the external bank account will properly credit or debit funds resulting from an incoming or outgoing funds transfer **to** or **from** your external bank account, or
- that the FI will honor any instruction to credit or debit your external bank account.

We have no obligation to complete an *External Transfer* instruction:

- If there are not sufficient funds in your First Priority account to complete the requested funds transfer.
- If the ACH debit to the external bank account to fund a funds transfer is not honored, processed or is returned for any reason by the external FI.
- If the transfer instruction exceeds any dollar or frequency limits established by us or if the external FI imposes any restrictions, blocking, hold or other limitations that would prevent the execution of the transfer instruction.
- If we, at our sole discretion have any reason to believe that processing the transfer instruction could expose us to a loss or fraud of any kind.

When you process an external transfer through web banking, it will be processed within three (3) business days.

Funds deposited to your First Priority account will not be available for five (5) business days. You will earn interest (if applicable) on the funds beginning on the day the funds are received into your account

If you request to cancel an external transfer instruction that you have previously requested, we will take steps to act on your cancellation requests, but First Priority Bank will not be responsible if we are unable to cancel a transfer instruction.

The daily and monthly limits on the dollar amounts and number of external transfers you can make to and from your accounts are shown below. Each limit below applies to all external transfer eligible accounts.

Credit Transfers (***To*** your FPB e-account)				Debit Transfers (***From*** your FPB e-account)			
Daily Limits		*Monthly Limits*		*Daily Limits*		*Monthly Limits*	
$ amt	# of	$ amt	# of	$ amt	# of	$ amt	# of
$250,000	5	$250,000	50	$50,000	5	$250,000	25

External Transfers requested on the same Business day as your FPB Online Banking session will be processed that same day if received by 7:00 PM (Eastern Time) Monday through Friday (The "External Transfer Deadline"). If you schedule a funds transfer for a date in the future, we will process the transaction at the first system available time on the transfer date, if that day is a Business Day. If we receive the instructions after the External Transfer Deadline, or if the date you request for a funds transfer in the future is not a Business Day, we will process the transaction on our next Business Day.

Special Considerations for On-line Account Opening

You may choose to fund a First Priority Bank (FPB) e-account that you open on-line from an account at another financial institution (FI), using that FI's ABA Routing Number. External accounts you may use include personal checking, personal savings, and personal money market accounts. You cannot fund your e-account from an account that is solely owned by a person other than you. The funding of your account cannot be initiated without test (one debit and one credit less than $1.00 each) transactions to be completed to the external FI. Once the test verification has been completed you will be able to initiate the actual funding of your account. The actual funding consists of one (1) transaction with a maximum dollar limit of $ 250,000.

We will use the Automated Clearing House ("ACH") network to initiate the electronic debits and credits to your eligible account and the external bank account(s) to process the transfer instruction. We make no representation or warranty to you that the FI holding the external bank account will properly credit or debit funds resulting from an incoming or outgoing ACH instruction to or from your external bank account or will honor any instruction to credit or debit your external bank account.

We have no obligation to complete an online transfer instruction:

- If there is an insufficient funds balance in your eligible account at FPB to complete the requested funds transfer.
- If the ACH debit to the external bank account to fund a funds transfer is not processed or is returned for any reason by the FI holding the external bank account.
- If the transfer instruction exceeds any dollar or frequency limitation placed on funds transfers by us or if the FI holding the external bank account imposes any restrictions, hold or limitations that would prevent the execution of the transfer instruction.
- If we have any reason, in our sole discretion, to believe that processing the transfer instruction could expose us to a loss or fraud of any kind.

If you request to cancel an external transfer instruction that you have initiated, we will attempt to honor your request, but FPB will not be responsible if we are unable to cancel a transfer instruction.

Electronic Statement and Communication Agreement

As part of the application process, you will click that you have read and agree to the terms outlined herein and that you wish to receive Electronic Communications from First Priority Bank.

Upon acceptance of this agreement, the following First Priority Bank communications may be provided to you electronically: account opening documents; periodic account statements (including check images); change in terms notices regarding your account(s); annual notices and disclosures; and any other information related to your accounts or application for account.

Electronic Communications and Notifications will be sent to the email address that you provide to us unless:

- You notify us to send Electronic Communications to another e-mail address
- Electronic Communications are returned to us undelivered or undeliverable
- You notify us that you do not wish to receive Electronic Communications

In order to properly access and retain your Electronic Communications, you must have the following hardware and software (collectively, the "System Requirements"):

- A personal computer (PC) or Macintosh computer with a monitor and appropriate software (Device). This device must be capable of sending and receiving and storing email messages, and capable of accessing the world-wide-web (WWW).
- A WWW browser that supports 128 bit encryption.
- If you wish to print or save your statements, you will need current and up-to-date Adobe Reader software installed and operational (available for free from www.adobe.com)
- If you wish to retain paper copies of Electronic Communications, you must have a printer capable of printing Adobe PDF format documents.
- If you wish to store your Electronic Communications digitally, you must have sufficient disk or other appropriate storage.
- A working Internet connection and a valid, working e-mail address.

You agree to keep us informed of your current, valid e-mail address by notifying us of changes to your email address or if you get a new email address. If we receive email delivery errors as a result of sending you electronic communication, we may terminate this authorization and send you the undeliverable file, as well as future Communication in paper form, to the physical address we have recorded.

Requests for paper copies of Electronic Communications are subject to applicable fees listed in the Schedule of Fees. You may notify us of email address changes, withdraw this authorization, or request paper copies of Electronic Communication by sending your requests to:

First Priority Bank
2 West Liberty Blvd
Suite 104
Malvern, PA 19355

Or you may call us at 877.522.4420.

All Electronic Communication is transmitted over the SSL (Secure Socket Layer) protocol. This protocol provides encryption of your personal information and helps ensure that your information remains untampered and confidential.

We may change, suspend, or eliminate all or any aspect of our Electronic Communications at any time, upon proper notification to you as required by all applicable laws. Because of the unpredictability of the Internet, the Bank does not guarantee continuous or uninterrupted access to Electronic Communications through the Internet.

You agree that in no event will the Bank or any of its employees, officers or directors be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with your use of the Electronic Communication service. You further agree that neither First Priority Bank nor any of

its employees, officers or directors will be liable for any technical, hardware, or software failure of any kind, any interruption in the availability of our service, any delay in our operation or transmission, any incomplete or scrambled transmission, computer virus, loss of data or other similar loss.

To the extent that the Bank may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of Electronic Communications.

Consumer Complaint Process

At First Priority Bank, our goal is to provide you with exceptional private banking-level service. Occasionally, we may fail to meet your expectations. Mistakes can happen, and when they do, we are committed to resolving things as quickly as possible.

If you have a complaint, please contact us by calling 866.372.8433, or by email at ibankhelp@fpbk.com.

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. Any use of the Service after the date of amendment or alteration 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.

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

First Priority Bank
2 West Liberty Blvd. Suite 104
Malvern, PA 19355
610-280-7100

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to the Bank named above. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require Banks to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card at automated teller machines (ATMs) and any networks described below.

TERMS AND CONDITIONS. The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by the Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

SERVICES PROVIDED THROUGH USE OF DEBIT CARD

If you have received an electronic fund transfer card ("Debit Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction. You agree not to use your Debit Card for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account, and you do agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN, which is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify the Bank immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by contacting a Personal Banker at the Bank in person, or using the Voice Response Unit at 866.392.9952..

ATM SERVICES

The following services are available through use of your Debit Card:

You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our ATM terminals, you may access your accounts through the following networks: NYCE, Cirrus

ATM FEES. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

POINT OF SALE TRANSACTIONS

You may use your Debit Card to purchase goods and services from merchants that have arranged to accept your Debit Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your Debit Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for Debit Card transactions is your Checking and Now Account.

In addition, your Debit Card may be used at any merchant that accepts MasterCard® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your Debit Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the Debit Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or available overdraft protection. If we do, you agree to pay the

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overdraft. You also agree to pay overdraft charges in effect from time to time for each transaction which causes your available account balance or available overdraft protection to be exceeded.

CURRENCY CONVERSION - MasterCard®. If you perform transactions with your card with the MasterCard® logo in a currency other than US dollars, MasterCard International Inc., will convert the charge into a US dollar amount. At MasterCard International they use a currency conversion procedure, which is disclosed to institutions that issue MasterCard®. Currently the currency conversions rate used by MasterCard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

IMPORTANT ADDITIONAL FEE NOTICE: MasterCard® charges us a Currency Conversion Fee of 0.000% of the transaction amount for performing currency conversions and a Cross-Border Fee of 0.000% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 0.000% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "MasterCard® Debit Switch" when the country of the merchant or machine is different than your country, as cardholder.

PREAUTHORIZED TRANSFER SERVICES
You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), and NOW account(s).

SERVICES PROVIDED THROUGH USE OF INTERNET BANKING
This Bank offers its customers use of our service.

In the service, a customer may:
View balances, account activity, account history, check images, account information and preferences
Transfer amounts between First Priority Bank accounts
Initiate Funds Transfers between First Priority Bank accounts and accounts at other institutions
Pay bills electronically
Pay a loan via a transfer from a Bank deposit account
Request a stop-payment on a check

ELECTRONIC CHECK CONVERSION
You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

LIMITATIONS ON TRANSACTIONS

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the ATM access card is issued. Bank reserves the right to change dollar amount limits at any time upon prior notification.

The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

We reserve the right to impose limitations for security purposes at any time.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS
TRANSACTION RECEIPTS. Depending on the owner of an ATM, you may not be given the option to receive a receipt if your transaction is less than $15.00. Upon completing a transaction of $15.00 or more, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than $15.00 made with your Debit Card at a Participating Merchant. If the transaction is $15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:
- you can call us at 610-280-7100 to find out whether or not the deposit has been made.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS
RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,
call us at:
610-280-7100
or write to:
First Priority Bank
2 West Liberty Blvd

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Suite 104
Malvern, PA 19355

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your Debit Card or PIN or internet banking access code has been lost or stolen, call us at:
800-236-2442 (24 / 7)
or write to:
First Priority Bank
2 West Liberty Blvd.
Suite 104
Malvern, PA 19355

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY

Tell us at once if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN, you can lose no more than fifty dollars ($50) if someone used your Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars ($500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the MasterCard® logo. These limits apply to unauthorized transactions processed on the MasterCard® Network.

If you notify us about an unauthorized transaction involving your Debit Card, and the unauthorized transaction took place on the MasterCard® Network, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft, you must not have reported two or more incidents of unauthorized use within the preceding twelve (12) months, and your account must be in good standing.

Your liability for unauthorized transactions with your Debit Card that involve PIN-based transactions not processed by the MasterCard® Network, including ATM transactions, are described under "Consumer Liability" above.

ILLEGAL USE OF DEBIT CARD. You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of errors or questions about your electronic fund transfers,
call us at:
610-280-7100
or write to:
First Priority Bank
2 West Liberty Blvd.
Suite 104
Malvern, PA 19355

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact the Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

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If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or point of sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or point of sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION
If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS
FEES. You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at proprietary machines or through a network or are point of sale transfers or transfers made without the use of your Debit Card. The circumstances under which such charges will be assessed, as well as the amount of the charge are included in the current fee schedule, which is hereby incorporated into this document.

DISCLOSURE OF ACCOUNT INFORMATION
You agree that merchant authorization messages transmitted in connection with point of sale transactions are permissible disclosures of account information, and you further agree to release the Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. With your consent.

DEFINITION OF BUSINESS DAY
Business days are Monday through Friday.

AMENDING OR TERMINATING THE AGREEMENT
We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable fee schedules which relate to EFT services, at any time upon at least 60 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify the Bank of the fact prior to the effective date of the change or amendment and cancel this Agreement. The Bank may cancel this Agreement at any time, without giving you prior notice. If you or the Bank cancels this Agreement at any time, you shall surrender your Debit Card and you may no longer use any of the Bank's EFT services other than the automated clearing house transfer services set forth above.

NOTICE OF ATM SAFETY PRECAUTIONS
SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your

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car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and

the Bank. You agree not to reveal your PIN to any person not authorized by you to access your account.

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