

THE BRYN MAWR TRUST COMPANY ONLINE BANKING AGREEMENT

This Online Banking Agreement between you and The Bryn Mawr Trust Company (“Bank,” “we,” “our,” “ours,” “us”), including, as applicable, the signature card, rate and fee schedule, Truth in Savings disclosures, Funds Availability Policy Disclosure, Electronic Funds Transfer Agreement and Disclosure, Consent for Electronic Communications and Disclosures, and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this “Agreement”), sets forth the terms and conditions governing the provision of Online Banking Services to you or anyone authorized by you (collectively, “Customer,” “you,” “your,” “yours”) and describes your and our rights, responsibilities and obligations. Further, you are required to comply with the Online Banking instructions and procedures set forth in the online “Help” area of our website. Failure to comply with any of these terms may result in the suspension or termination of your ability to use Online Banking. Unless otherwise indicated, the provisions of this Agreement apply to both business and consumer customers. If you are a business Customer, by completing and signing this Agreement, by logging in to the Bank’s Online Banking Service, and/or using one or more of the Services, Customer agrees to, and shall be bound by, the terms, conditions and provisions in this Agreement, including those for each Service which Customer has selected. If you are a consumer, by clicking the “I agree” button at the end of this Agreement, you are electronically signing this Agreement, which shall be considered the same as your authorized written signature constituting your binding agreement to all of the terms, conditions, and notices contained or referenced in this Agreement.

The Bank, in its sole discretion, may not permit Customer to use the Service until the Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until the Bank has had a reasonable opportunity to receive and review this Agreement and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer’s acceptance of and agreement to the Bank’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by the Bank. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and the Bank, intending to be legally bound, do hereby agree as follows:

Article I. Definitions.

The following terms and definitions apply when used in this Agreement.

1.01 “Access Code” means user ID and Password.

1.02 “Access Device” means access equipment, including but not limited to a personal computer or a Mobile Device that meets the requirements for use of the Service.

1.03 “Access Device System” means all software, hardware, Access Devices (tokens) or other equipment necessary to access the Services.

1.04 “Account” or “Accounts” means one or more checking, savings, money market deposit or loan Accounts that you have with us.

1.05 “Account Access” means your ability to access Account and transaction information on Accounts and transfer funds between Accounts through the Internet.

1.06 “Account Agreement” means the agreement between you and us that governs the use of your Account including the deposit Account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

1.07 “Bill Payment Account” means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.

1.08 “Bill Payment Service” means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via personal computer, entered through Online Banking or Mobile Banking.

1.09 “Bill Payment” or “Payment” means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.

1.10 “Business Day(s)” means Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

1.11 “Deposit Account Agreement” has the meaning provided in Section 10.07.

1.12 “Device” means a security token used to access your Account(s) and or initiate a movement of funds via ACH or Wire from your Account(s).

1.13 “EFTPS” shall mean the Electronic Federal Tax Payment System provided by the U.S. Department of the Treasury.

1.14 “Electronic” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

1.15 “Enrollment Form” means the Online Banking Enrollment form for business customers.

1.16 “Funds transfer” or “Transfer” means a transfer of funds, initiated through Online Banking Service, from one eligible Account to another.

1.17 “Mobile Device” means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.

1.18 “Online Banking” or “Service” means the service(s) described in this Agreement.

1.19 “Password” means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.

1.20 “Payee” means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.

1.21 “PC” means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.

1.22 “Transfer Day” means Monday - Friday, from 6:01 p.m. the previous Business Day to 6:00 p.m., Eastern Time (Standard or Daylight) and is applicable to Transfers and External Transfers. Holidays are not included.

Other definitions may be set forth elsewhere in this Agreement.

Article II. Setup and Use of Online Access Services.

2.01 Eligibility. To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must also have at least one eligible Account with us. If you have more than one Account, under common ownership and tax identification number, we will “link” the Accounts together. Accounts that are “linked” under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked Account. Any non-linked Account will not be accessible through the Service.

“Eligible Accounts” include the following:

- Checking (Demand Deposit) Accounts
- Savings Accounts
- Money Market Accounts
- Loans
- Certificates of Deposit

2.02 Security Procedure. The use of the Access Codes, in addition to other authentication methods described below, is a security procedure established by the Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. Prior to your initial use of Online Banking, the Bank will provide you with a User ID and a Password, which you must use to access Online Banking. The first time you access Online Banking, you will be required to change your Password and to select your multi-factor identification challenge question. We require and you agree to change your Security Devices (e.g., a password or User Name) at least every three hundred and sixty five (365) days. You should keep your Access Codes in a secure location. Any person having access to your Access Codes will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your Accounts.

2.02.1 You agree to comply with the terms and conditions set forth in Section 2.02 above (“Security Procedures” www.BMTC.com) and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for the Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit Account maintained with the Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You accept full responsibility for unauthorized access to the system by your employees, your associates, or by third parties. The Bank shall not be liable to you for any losses caused by your failure to properly use Online Banking or control access to Online Banking. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

2.02.2 You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. The Bank reserves the right to prevent your access to Online Banking at any time, and without prior notice, if the Bank has reason to believe the confidentiality of any of your Devices has been compromised. We will not reinstate your access to Online Banking until the threat to security has been resolved in a manner satisfactory to the Bank. By accepting these terms and

conditions, you certify to the Bank that (i) you are only attempting to gain access to Online Banking using secure Access Devices with suitable software, including, but not limited to, containing reputable firewalls, anti-spam or anti-virus software, and (ii) you will not attempt, in any way, to manipulate, change or alter Online Banking. You acknowledge and agree that by providing any personal or proprietary information via Online Banking, you consent to the transmission of such personal or proprietary information to the Bank, its agents and third party processors as necessary, for secure processing in accordance with the Bank's standard business practices. If you are a business, you agree to indemnify, defend all claims, and hold the Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by you, your employees', or agents' failure to keep the Security Procedures or Security Device confidential and secure. Section 6.01 contains additional responsibilities related to Security Procedures, Security Devices, and access to the Online Banking.

2.02.3 You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

2.02.4 We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

2.03 Access. Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Online Banking after the effective date of such changes will constitute your consent to the changes.

2.04 Access Device Equipment, Browser Access and Internet Services. You are responsible for obtaining, installing, maintaining and operating all software, hardware, or other equipment necessary (collectively, "Access Device Systems") necessary for you to access and use the Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and Access Devices and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. The Bank requires the use of browsers that support 128-bit encryption. You are additionally responsible for obtaining Internet service via an Internet service provider of your choice, for any and all fees imposed by such Internet service provider, and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risk, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for data security of the Systems used to access the Service, and for the transmission and receipt of information using such System. You acknowledge that you have requested the Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. The Bank shall have no responsibility for failures, interruption or other defects in the Services, which arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered.

Article III. Online Access Services.

3.01 Products and Services Offered. Customers may use the Online Services to:

- .1 Make transfers between Accounts you may have with us.
- .2 Make Payments to a Payee from your Account(s) (Bill Payment Service); this includes person to person and Account to Account transfers.
- .3 Obtain Account balances. Your "current" Account balance is generally current as of 9:00 a.m. Eastern Time (Standard or Daylight) of each Business Day, but may not include recent transactions (such as checks cashed at a teller on the Business Day). In addition, your Account balance may show funds that have been credited to your Account but are not yet available for withdrawal.
- .4 Review recent transactions on your Accounts. Transaction histories and check images are available for up to 180 days.
- .5 Transfer money to make loan payments.
- .6 Transfer money from Line of Credit to transactional Accounts.
- .7 Download Account information in various formats.
- .8 Issue stop payment orders (excludes paper checks issued via the Bill Payment Service).
- .9 View/Print check images.
- .10 *Enroll in and elect to use the EFTPS Service
- .11 *Originate ACH entries.
- .12 *Make Wire Transfers.

These activities are limited to the extent noted herein and in the agreements governing your various Accounts with us.

*These services are available to business customers only. If you are a business customer, you must execute the applicable Service Agreements to use these services.

3.02 Additional Services. Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at www.bmtc.com. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

3.03 Restrictions; Limits. In most cases you may use Online Banking to gain access to deposit Accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking Account access, restrict Online Banking Account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any Account.

3.04 The Bank's Rejection of Banking Services Requests. We shall have the right, but not the obligation, to reject any request transmitted via Online Banking if the request was incomplete, inaccurate or non-compliant with a rule making body in any respect, if the request involves a transfer of funds from an Account in which there are insufficient available funds to cover the request or if the request was not made by you. Should we, at our sole option, elect to honor a transfer request against insufficient available funds, you agree to pay us immediately upon demand any overdraft amounts, together with any and all overdraft fees, interest and charges that may be assessed against your Account.

3.05 Third Party Providers. The Bank may, at its option and consistent with common industry practice, subcontract or outsource certain functions relating to the Bank's provision of Online Banking services to one or more affiliated or non-affiliated third party providers ("Third Party Provider"), including, but not limited to, data and content providers, technology vendors and data processors, and that both the Third Party Provider and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Third Party Provider is an independent contractor providing software and data transmission services and is not the agent of you or the Bank. Neither the Bank nor the Third Party Provider is responsible for the actions or omissions of the other. The Bank shall not be responsible for any losses, liabilities, or damages caused by the acts or omissions of any Third Party Provider or its employees, agents, contractors, information providers or other suppliers, or affiliates.

3.06 Consumer Disclosure Provisions. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICE AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

3.06.1 Unauthorized Transactions. To the extent a transaction is an "electronic fund transfer" under Consumer Financial Protection Bureau Regulation E, tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an Online Banking transaction has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. Call us at 610-525-1700 or write us at The Bryn Mawr Trust Company, Attn: Electronic Banking Department, 801 Lancaster Avenue, Bryn Mawr, PA 19010. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Access Code or made a transaction without your authorization.

If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Access Code or the Service without your authorization if you had told us, you could lose as much as \$500.00. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.

3.06.2 The Bank's Failure to Complete Transactions. To the extent that a Service transaction is an "electronic fund transfer" under Consumer Financial Protection Bureau Regulation E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- .1 Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
- .2 The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- .3 Your PC, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- .4 The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- .5 You do not properly follow the instructional materials provided in connection with Online Banking;
- .6 You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
- .7 You have not provided us with the correct Payee name, address, Account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your PC's hard drive or the host system have been lost;
- .8 A Payee mishandles or delays the handling of Payments sent by us;
- .9 Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
- .10 Your Access Code has been reported lost or stolen;
- .11 We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;

- .12 You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- .13 Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
- .14 Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- .15 Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or,
- .16 Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

3.06.3 Error Resolution. In case of errors or questions about your electronic transfers, telephone us, write us at or E-mail us at the number or location provided in Section 10.6 as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the Account activity screen of your PC, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your PC. You must:

- .1 Tell us your name and the Account number.
- .2 Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- .3 Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us 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 transactions that have occurred within 30 days after the first deposit to the Account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the Account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your Account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us 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 (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the Account), we will not credit your Account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the Account) for our investigation.

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.

Article IV. Additional Information about the Services.

4.01 Account Access. Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the previous Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

4.02 Processing Fund Transfers. We can process a Transfer until 9:00 p.m., Eastern Time (Standard or Daylight) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day. A unique identifier number is assigned for each Transfer request you make, regardless of whether the Transfer is successful or unsuccessful.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit Account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.

4.03 Canceling Transfers. You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don’t receive your instruction to cancel a transaction before that time, we may process the transaction.

4.04 Transfer(s) from Savings/Money Market Deposit Accounts. Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit Accounts. You are limited to six (6) preauthorized electronic fund transfers per calendar month. Each fund transfer through these Services from your savings or money market deposit Account is counted as one of the six (6) transfers permitted each calendar month. However, payments to your loan Accounts with us are not counted toward this transfer limit for savings/money market deposit Accounts.

4.05 Electronic Communications and Notifications.

4.05.1 E-Mails. You agree to keep the Bank apprised of your current Email address in accordance with the Bank's standard Online Banking enrollment and maintenance procedures. You may communicate non-sensitive information electronically to the Bank by sending messages via Online Banking's Email feature. Similarly, the Bank may communicate non-sensitive information electronically to you via Email. Email sent to the Bank may be delayed; therefore, if you need the Bank to receive information concerning your Account immediately (e.g., to stop payments, to report a lost or stolen Device or to report unauthorized use of your Account), you must contact the Bank in person or by telephone at 610-525-1700. We will retrieve your Email messages periodically during each Business Day and we will try to respond to your Email messages as soon as reasonably practicable. It is your responsibility to verify that all Email messages sent by you are received by us. Email should not be used for the transmission of any confidential information, including, without limitation, Account numbers, User IDs and Passwords, and not to give instructions to change or confirm your User IDs or Passwords via Email. The Bank will not send you Emails requesting confidential information such as User IDs or Passwords. If you receive such an Email purportedly from the Bank, do NOT respond to the Email and notify the Bank by calling 610-525-1700 or forward the Email to fraudalerts@bmtc.com.

4.05.2 Account Notifications. You may have the ability to set up an "Account Notification," which is a convenience feature that permits you to request a notification of specific situations. For example, you can request an Account Notification when an Account has reached a certain check has been processed, balance or transaction limits have been met, exceeded or fall below a dollar amount, etc. You are responsible to input accurate information to set up the Account Notification. Account Notifications do not replace standard communications received from us concerning your Accounts. We are not responsible for any losses, damages or expenses that may occur if an Account Notification is not set up properly or is not processed as a result of factors beyond our reasonable control. You agree to keep your e-mail address up to date, using the Service.

4.06 Overdrafts: Order of Payments, Transfers, and Other Withdrawals. If funds are withdrawn from any of your Accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the Account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on your Account. This is at the Bank's sole discretion.

4.07 Documentation of Payments and Transfers. Upon completion of a Bill Payment or Transfer, you will be given a confirmation number. You should keep a record of this number, along with the payee, scheduled date and transaction amount. Your bill payments will also appear on your statement. No printed receipts are issued through the Service. Any documentation that we make available to you indicating that an electronic fund transfer was made to another person or entity shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

4.08 Bill Payment Service. We are offering you the Bill Payment Service through one or more "Service Providers" that we have engaged to process your Bill Payment transactions on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be intended third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Any information you provide may be used by us or any of the Service Providers to complete or otherwise deal with your transactions or comply with any laws, rules or regulations. If there is a dispute between you and us, or either of us and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any bill payment), you authorizes us to obtain information regarding you, your Account and your bill payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include financial and other information regarding you.

4.08.1 Payment Scheduling. The "Biller" 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. The "Scheduled Payment Date" is the day you want your Biller to receive your Bill Payment and is also the day your Bill Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day. 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 application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments to be made to a Biller ("Payment Instruction") you must select a Scheduled Payment Date that is no later than the actual date reflected on your Biller statement for which the payment is due (it is not the late date or grace period) ("Due Date") 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. Notwithstanding the foregoing, you are responsible for ensuring that you initiate a Payment Instruction in time for the payment to reach the payee before its Due Date (without taking into Account any grace period). We are not responsible for any damages you may suffer if you do not allow a sufficient number of business days between the Scheduled Payment Date and the Due Date of your bill or obligation, without counting any grace period offered by the payee.

4.08.2 Payment Remittance. By providing us with names and Account information of Billers to whom you wish to direct payments, you authorize us to follow the information provided by you in a Payment Instruction to us (such as, but not limited to, Biller name, Biller Account number, and Scheduled Payment Date) that we receive through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.

When we receive a Payment Instruction, you authorize us to debit your Bill 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 will need to have sufficient funds in your Bill Payment Account on the business day before the Scheduled Payment Date, since we will debit your Bill Payment Account on the business day before the Scheduled Payment Date. You can initiate Bill Payments up to the available funds in your Bill Payment Account, plus any linked credit or other overdraft facility. If you exceed these limits, then we may prevent (or reverse) Bill Payments in any order and in any amount that we choose, even if the result is to reduce your transactions to a level below the amounts needed to pay your bills.

We shall incur no liability and any Service Guarantee shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Bill Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft Account;

- .2 The payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- .3 You have not provided us with the correct Bill Payment Account information, or the correct name, address, phone number, or Account information for the Biller; and/or,
- .4 Circumstances beyond our control (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.

4.08.3 Payment Methods. We reserve 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, such as through the Automated Clearing House (“ACH”), an electronic check payment, or a remotely created check (as defined in Regulation CC). (For remotely created checks, funds remitted to the Biller are deducted from your Bill Payment Account when the remotely created check is presented for payment.)

Automated Clearing House Entries. Electronic payments that are made by ACH are subject to the ACH Rules, and you agree to be bound by the ACH Rules, including the rule making payment to the payee provisional until receipt by the payee’s bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the electronic bill payment. If a Bill Payment is processed electronically as an ACH entry, the ACH Entries and the transaction will also be subject to the terms and conditions of any other ACH origination agreement between you and us, to the extent applicable.

4.08.4 Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a Scheduled payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

4.08.5 Stop Payment Requests. Our ability to process a stop payment request will depend on the payment method and whether or not a check 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 payment that has already been processed, you must contact us at 610-525-1700. We will make reasonable efforts to stop the payment on the next business day if notice is not given during normal business hours or on a day that the bank is closed. Although we will make every effort to accommodate your stop payment request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

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

4.08.7 Exception Payments. Tax payments and court ordered payments may be scheduled through the Bill Payment Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by us. We have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility and not ours.

4.08.8 Bill Payment Service Termination, Cancellation or Suspension. In the event you wish to cancel the Bill Payment Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

- .1 Telephone us at 610-525-1700 during customer service hours; and/or
- .2 Write us at:

**The Bryn Mawr Trust Company
Attn: Electronic Banking Department
801 Lancaster Avenue
Bryn Mawr, PA 19010**

Any Scheduled payment(s) we have already processed before the requested cancellation date will be completed by us. All Scheduled Payments including recurring payments will not be processed once the Bill Payment Service is cancelled. We may terminate or suspend Bill Payment Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

4.08.9 Biller Limitation. We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide 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.

4.08.10 Returned Payments. In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to us 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. We will use reasonable efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Bill Payment Account.

4.09 Stop Payment Service. With this Service, you can stop payment on a check by following the procedures established for the Service. You must provide us with timely, complete and accurate information on the Account number, date of the item, item number, payee, and EXACT amount (dollars and cents) of the item. If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt. There is a fee for each request (effective for six months), whether or not we receive your request in time to act upon it. Requests received after our cutoff hour or on non-Business Days may be deemed received by us as of the start of the next Business Day. If our online system is not available for any reason, you can contact the Bank at 610-525-1700 or contact your branch of Account to make your request. You may not cancel stop payment orders through the Services. Any cancellation request must be made in writing and must be received in such time as to allow us a reasonable opportunity to act and actually stop the payment of the check.

When you use Online Banking to request a stop payment, your stop payment request will be valid for six (6) months. Upon our receipt of a stop payment request via Online Banking, we will provide you with a written letter of confirmation. To extend the effectiveness of your request beyond the six (6) month period, you must countersign the letter of confirmation and return it to us prior to the expiration of the six (6) month period. If we receive your countersigned written confirmation prior to the expiration of the six (6) month period, the effectiveness of your original stop payment request will automatically be extended for six (6) months from the date of such request. If you wish to further extend the effectiveness of your stop payment request beyond six (6) months, you must contact us and follow our procedures for renewing a stop payment request.

Article V. Article V. Limitations.

Your use of these Services is subject to the following limitations:

5.01 Dollar Amount. There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

5.02 Frequency. In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

5.03 Foreign Transactions. No Payments may be made to Payees outside the United States.

5.04 Additional Limitations. Additional limitations may be contained elsewhere in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

Article VI. Parties' Responsibilities.

6.01 Your Responsibility. You are solely responsible for all transactions you authorize using Online Banking, including transfers and bill payments you initiate using Online Banking, the timeliness, accuracy and completeness of any instruction and information entered by you in connection with any provision of Online Banking. Furthermore, you are solely responsible for naming and duly authorizing any other persons that you would like to be able to use Online Banking, specifying those Accounts to which any such persons shall have access and monitoring all such persons' use of Online Banking. If you permit other persons, or other entities, to use Online Banking or your Devices, you are responsible for any transactions they authorize using Online Banking. The Bank shall have no responsibility for maintaining any records regarding the identity of your authorized persons or of the Online Banking services to which each such authorized person has access.

You understand and agree that you are solely responsible for the risks associated with the designation of any authorized persons, including the loss, theft or other compromise of their Devices and their unauthorized use of Online Banking. You agree to notify the Bank immediately in the event you believe that a Device has been compromised or that unauthorized Online Banking transactions have occurred.

We may from time to time provide you with information in written or electronic form concerning Online Banking and related matters (the "Materials"). The Materials are the Bank's property and are confidential and proprietary and you may not modify, duplicate or make the Materials available to any third party by any arrangement, without our prior written consent. We will provide the Materials to you on an "as is, as available" basis and we make no warranties, express or implied, with respect to the Materials, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. You may use the Materials exclusively for the purpose of accessing and using Online Banking.

In connection with transactions processed via Online Banking, you shall:

- .1 employ commercially reasonable measures to provide fraudulent transaction detection systems and/or processes to screen the entries in order to minimize the risk of fraud related to transactions initiated via Online Banking;
- .2 use commercially reasonable security technology providing a level of security that, at a minimum, is designed to detect and prevent fraudulent transactions; and
- .3 conduct an annual security audit to ensure compliance with the foregoing.

You shall review all of your Accounts on a daily basis to detect any unauthorized transactions. To prevent unauthorized transactions, you shall limit access to your Access Devices to authorized persons through appropriate security measures. Your Access Devices shall be turned off when not in use, except for short term periods during normal business hours.

You agree to cover your contractual liabilities assumed under this Agreement with fidelity, computer fraud, identity theft and errors and omissions insurance policies in amounts commensurate with the level of financial risk associated with the use of such Devices. Such policies shall, at a minimum, cover losses incurred due to the action or inaction by any person, authorized or not, who had access to your Devices. A certificate of insurance shall be furnished to the Bank upon request. The insurance policies requested regarding the foregoing coverage may not contain any material exclusions or deductibles.

6.01.1 Physical and Electronic Security.

- .1 You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. The Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and the Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. The Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

- 2 You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). If you are a business, you agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that the Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that the Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. You should notify us of any such e-mail or other electronic communication by calling (610) 525-1700. To the extent allowed by law, you agree that the Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.
- 3 You shall notify the Bank of any change in authorized signers and/or users as established for the Account or changes to any corporate resolutions, and shall promptly provide the Bank with proper notice of such corporate action so that the Bank can make the appropriate changes. If you wish to add or delete any Account and/or user linked to Online Banking, you must notify the Bank of the requested change. All change requests shall be submitted to the Bank in the form and manner designated by the Bank from time to time. Until the Bank has received proper notice of such change request and has had a reasonable amount of time to act upon such request, the Bank shall continue to rely upon the authorizations in the Bank’s records and you shall be bound by the terms of this document for transactions initiated with such authority. You may designate one or more users to have access to Online Banking for one or more Accounts. If you request that multiple users be authorized to use Online Banking, you shall designate up to two supervisors as the primary contact(s) and/or administrator(s) to facilitate communication; provided, however, that a notice or other communication from the Bank to any user of Online Banking shall be deemed to be a notice or communication to you. Further, if you request that multiple users be authorized, the Bank will Email each authorized user’s User ID and initial Password to the Email address that you provide for each such authorized user via secured Email. Each Sub User will be required to change his/her Password upon the first attempt to access the authorized Accounts. The Bank is authorized to release Account information and to execute transfers of funds in accordance with the instructions received when such request or instruction has fulfilled the identification and confirmation requirements of the Bank’s security procedures as then in effect.
- 4 In the event of a breach of the Security Procedure, you agree to assist the Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the Bank or Bank’s agent access to your hard drive, storage media and Devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to the Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist the Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by the Bank.

6.01.2 Duty to Inspect. You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by the Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time. If your service and Accounts are established primarily for personal, family, or household purposes, the time period for reporting is not to exceed thirty (30) days from the date that the error is made. If you are a business, the time period for reporting is not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.

6.01.3 Account Delegation (Business Customers Only): Account Delegation allows Business Customers (“Super Users”) to grant online Account access to other individuals (“Sub Users”). The Super User has sole discretion to authorize Sub Users to have Internet access to all or only part of the Online Banking Service that the Super User can access. If you are a Bank customer who has authorized Sub User access, you understand and agree that you are solely responsible for the delegation, review, modification and revocation of authority to any Sub User and you shall be liable for all actions of any Sub User.

You hereby authorize and direct the Bank to provide to your Sub Users the financial information about you contained in the Account information your Sub User(s) will be authorized by you to access.

- 1 **Creation of Sub Users** In accordance with the terms of this Agreement, as a Bank customer, you may authorize and direct the Bank as follows:
 - to permit access to your Account information by one or more Sub Users designated by you;
 - as to which of your Account(s) each such Sub User may access; and
 - with respect to any restrictions on the degree of access for such Sub User In accordance with parameters which may be established by the Bank from time to time.
- 2 **Sub User Log-In IDs and Passwords.** If you are a Bank customer who has authorized access to a Sub User, you will be responsible for assigning Log-In IDs and Passwords (and Tokens, if applicable) to each Sub User. You authorize us to follow any instructions entered through Online Banking using such Log-in IDs and Passwords, including replacement passwords.

You agree to distribute all User IDs and Passwords (and tokens, if applicable) to any Sub User(s) and assure the confidentiality of all user IDs and Passwords. Each Sub User will be required to change his/her Password upon the first attempt to access the authorized Accounts.

You agree that Sub Users will not give their Log-in IDs or Passwords, or make them available, to any other person. You are solely responsible for use and control of passwords issued to Sub Users. Because Log-in IDs and Passwords (and tokens, if applicable) can be used to access funds in any of your Accounts accessible via Online Banking and to access information about any of your Accounts, subject to limitations set by the Super User, you are responsible for the Super User and the Sub Users treating their Log-in IDs and Passwords (and tokens, if applicable) with the same degree

of care and secrecy that you use to protect other sensitive financial data, but not less than reasonable care. You acknowledge and agree that The Bryn Mawr Trust Company is not responsible for transactions performed by unauthorized Individuals using your or your Sub Users valid Log-in IDs and Passwords.

Online Banking access will be suspended in the event a Password is entered incorrectly on three (3) consecutive access attempts. If this happens to the Super Admin User, please contact us at 610-525-1700. If this happens to a Sub User, he or she will need to contact the Super Admin User who can re-enable access.

The access of any Sub User will be terminated (i) in its entirety, as a result of the failure of the Sub User to consent to the then current version of this Agreement or (ii) with respect to the applicable Accounts, (a) as a result of the failure of the authorizing Bank customer to consent to the then current version or this Agreement or (b) the Bank customer revoking or limiting the access or the Sub User. We assume no responsibility to discover, audit or report to you any possible breach of security by your agents or Sub Users, or unauthorized disclosure or use of your Sub User(s) User IDs or Passwords. In the event that you suspect any compromise of security (whether or not involving your employees, agents, or Sub Users), you shall promptly notify us by calling us at 610-525-1700.

6.01.4 Financial Information. The Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by the Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by the Bank, in the form required by the Bank. If you refuse to provide the requested financial information, or if the Bank concludes in its sole discretion that the credit risk associated with you is unacceptable, the Bank may terminate the Service according to the provisions hereof. You authorize the Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

6.01.5 Deadlines. You shall deliver or transmit all data or information to the Bank by the deadline(s) specified in this Agreement. The Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

6.01.6 Payment for Services. You agree to pay such fees and charges for your use of Online Banking as we may disclose to you from time to time. You acknowledge your receipt of and confirm that you have read the Bank's Account Rules, Regulations and Depositor Account Agreement and Personal and Business Account Schedule of Service Fees. You understand and agree that we may change such fees and charges at any time and from time to time (i) with respect to Personal Accounts, (a) effective after the posting of notice in our offices for a period of thirty (30) days prior to the effective date of the change or (b) when required by law, thirty (30) days after our mailing of written notice to you at your last known address in our records, and (ii) with respect to Business Accounts, (a) effective after the posting of notice in our offices for a period of ten (10) days prior to the effective date of the change or (b) when required by law, ten (10) days after our mailing of written notice to you at your last known address in our records. These fees and charges are in addition to any fees or charges for particular banking or other services we might charge for your Accounts under the other agreements that apply to your Accounts. In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by the Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

6.01.7 Additional Provisions for Business Customers. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICE AND ACCOUNTS ESTABLISHED PRIMARILY FOR BUSINESS PURPOSES.

- .1 Required Deposit Balance.** You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the Account specified in the Service Agreement establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.
- .2 Data and Information Supplied by You.** You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Agreement and the Operating Instructions if applicable or as otherwise required by the Bank in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that the Bank shall not examine the data for correctness and the Bank shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. The Bank shall not process, and the Bank shall not be liable to you for failure to process, the data if it is not in the format specified by the Bank or if the data is incomplete. The Bank shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Agreement or any applicable Service Agreement and the Operating Instructions.
- .3 Remotely Created Checks.** If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to the Bank that the person on whose Account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.
- .4 Use of Services.** You will use the Services only for your own internal business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").
- .5 Prohibited Transactions.** You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that the Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that the Bank reserves the right to decline to execute any transaction or activity that the Bank believes violates the terms of this Agreement and/or to close your Account(s).

- .6 Transfers and Payments processed via the ACH.** If you elect to use the ACH Service and have entered into an ACH Agreement with us, you may use Online Banking to transmit ACH files or entries to the Bank for submission to the ACH system. If you have elected to use the ACH Service and have entered into an ACH Agreement with us, you may further elect to use the Send-a-File Service which will enable you to use Online Banking to transmit a National Automated Clearing House Association (“NACHA”) formatted file via a Secure Sockets Layer encryption technology to the Bank for submission to the ACH system.

BMT requires that all clients using the ACH Cash Management Service via Online Banking activate Dual Authorization (as defined below). Dual Authorization requires that any ACH File and/or instruction to initiate any electronic payments processed via wire transfer or through the ACH network that BMT receives from Client must be initiated using one Access ID assigned to a representative of Client, and then approved (authorized) using a different Access ID assigned to a second representative of Client (“Dual Authorization”). BMT rejects any file and/or entry that is not initiated and approved via Dual Authorization unless an authorized signer of Client has executed and delivered to BMT, and BMT maintains on file, a valid and enforceable Client Waiver of ACH and/or Wire Transfer Dual Authorization.

All ACH and Send-a-File transactions are subject to the requirement that (i) your designated Account has, and will continue to have, sufficient available funds to cover such transactions or (ii) you have in place appropriate credit arrangements with the Bank to cover such transactions. You are solely responsible for the accuracy and completeness of any ACH or NACHA data that you transmit to us.

You agree that for all Transfers and Payments initiated by you that are processed by the Bank via the ACH, you are the Originator, as that term is defined by the Rules. You agree to be bound by the Rules and you authorize the Bank to originate Electronic entries (“Entries”) on your behalf. You also agree that you will not originate Entries that violate the laws of the United States. You acknowledge and agree that the Bank will determine the types of Entries that may be originated in its sole discretion. You hereby grant the Bank the right to audit your compliance with this Agreement and the Rules.

- .7 EFTPS.** If you are enrolled in and elect to use the EFTPS Service, you may use Online Banking to instruct us to prepare and submit federal tax payments (via the Federal Reserve Banks’ Treasury Tax & Loan Program) to the United States government on your behalf, with the amount of such payments to be deducted from an Account designated by you, provided that the Account has sufficient available funds to cover such payments.

- .8 Wire Transfer.** If you elect to use the Wire Transfer Service and have entered into a Funds Transfer Agreement with us, you may utilize Online Banking to transmit the data necessary to effect wire transfers from a designated Account provided that the Account has, and will continue to have, sufficient available funds to cover such wire transfers.

BMT requires that all clients using the Wire Cash Management Service via Online Banking activate Dual Authorization (as defined above). BMT rejects any file and/or entry that is not initiated and approved via Dual Authorization unless an authorized signer of Client has executed and delivered to BMT, and BMT maintains on file, a valid and enforceable Client Waiver of ACH and/or Wire Transfer Dual Authorization.

You must enter into a Funds Transfer Agreement with the Bank prior to using the Wire Transfer Service. You agree that all wire transfer requests that you initiate through Online Banking will be effected in accordance with, and governed by, the terms of your Funds Transfer Agreement

6.02 The Bank’s Responsibilities. The Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys’ fees, costs and expenses the Bank may incur in collecting any sums you owe to the Bank for overdrafts, service charges or otherwise or in enforcing any rights the Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your Account(s) or the Services rendered by the Bank under this Agreement. You also agree to pay all attorneys’ fees, costs and expenses that the Bank may incur as the result of defending any claim or action made against the Bank by you, or on your behalf where the Bank is found not to be liable for such claim. In no event shall the Bank be liable to you for attorneys’ fees incurred by you in any action brought by you against the Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

6.02.1 Access. We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

6.02.2 Your Computer Equipment and Your Software. We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Internet Explorer®, Google Chrome®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Banking Services.

6.02.3 Any Transaction or instruction.

We will not honor a request for a Transfer if:

(a) it exceeds your collected and available funds on deposit with the Bank; (b) it is not in accordance with any condition indicated by you and agreed to by the Bank; (c) the Bank has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (g) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

Article VII. Privacy and Confidentiality.

7.01 Personal Accounts and Services. The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) where it is necessary for activating additional services; (e) to a consumer reporting agency for research purposes only; (f) if you give us your written permission; or (g) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking locations.

7.02 Business Accounts and Services. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Bank by you and your customers in connection with this Agreement is confidential. The Bank shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and the Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Bank may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Agreement all information furnished to you by the Bank or by third parties from whom the Bank has secured the right to use the Service, including, but not limited to, the Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Bank, you shall promptly return such information to the Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. The Bank and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Bank in connection with this Agreement or supplied or made available to you by the Bank are the exclusive property of the Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of the Bank. This clause shall survive the termination of this Agreement.

Article VIII. Termination.

8.01 Termination Upon Written Notice. You may terminate this Agreement and your Online Banking subscription at any time upon giving written notice of the termination to the Bank. If you terminate Online Banking, you authorize the Bank to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers from your Accounts, including any transfers you have previously authorized. You agree that upon termination of this Agreement, any service in which you may have enrolled through Online Banking will also be terminated.

8.02 Immediate Termination. The Bank may immediately terminate this Agreement for any reason and at any time without notice. If the Bank terminates your use of Online Banking, the Bank reserves the right to make no further transfers from your Accounts, including any transactions you have previously authorized.

8.03 Rights Cumulative. The Bank's election to terminate this Agreement is in addition to any and all other remedies that may be available to the Bank and will not affect any obligations you may have to the Bank. Any reinstatement of the Service under this Agreement will be at the Bank's sole discretion and must be agreed upon in writing by an authorized representative of the Bank.

8.04 Rights/Duties Upon Termination. Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to the owner thereof within ten (10) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement, (i) you will promptly pay to the Bank all sums due or to become due under this Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

8.05 Our Right to Close Account. Notwithstanding the foregoing or any other provision to the contrary, we may close your Account(s) without notice to you if we reasonably believe it will prevent loss to us, you have violated this Agreement or that illegal activity has occurred in connection with the Account. You will pay any fees and costs for closing the Account(s), as well as any outstanding items. Our rights and your obligations survive any closing of the Account(s) or cancellation of this Agreement. You will not claim we wrongfully dishonored Items we return unpaid on or after the day the Account(s) was closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your Account(s).

The Bank reserves the right, in its sole discretion, to refuse to open an Account or to accept additional deposits for any existing Account. The Bank also reserves the right, in its sole discretion, to discontinue or limit the practice of allowing withdrawals by check. The Bank may also require you to withdraw the entire amount on deposit in any Account. The Bank may close an Account by mailing a notice to you at the address shown on the Bank's records, together with a check for the balance in the Account, after deducting the applicable charges through the date of closing. If your Account is overdrawn when we close it, you agree to promptly pay all debts owed to us.

Article IX. Changes in Terms and other Amendments.

9.01 Personal Accounts and Services. Where the Electronic Funds Transfer Act ("EFTA") and Regulation E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Online Banking, at least 21 days before the effective date of the amendment. Where the EFTA and Regulation E apply, notice is always required if the change would result in:

- .1 Increased fees for you;
- .2 Increased liability for you;
- .3 Fewer types of available electronic fund transfers; or
- .4 Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and Regulation E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an Account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent. Such notices will also be published on the Bank's web site.

If the EFTA and Regulation E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Your continued use of Online Banking is your agreement to any amendments of the Agreement, including the Instructions as may be amended from time to time.

9.02 Business Accounts and Services. The Bank may amend the terms of this Agreement and alter, change, or modify the Services provided under the terms of this Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last Email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by the Bank and agreed to by the Bank in writing.

Article X. Other Provisions.

10.01 Electronic Notices. We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with the Bank's Electronic Statement Delivery Authorization and Agreement.

E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. Likewise, for your security, we do not accept instructions for the operation of your Accounts by e-mail. We also do not communicate with you through e-mail except as provided in this Section 10.01 and in Section 4.05. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 10.06.

10.02 Hours of Operation. Our lobby is open from the hours of 9:00 a.m. to 4:00 p.m. Eastern Time (Standard or Daylight), Monday through Thursday, 9:00 a.m. to 6:00 p.m. on Friday and 9:00 a.m. to 12:00 p.m. Saturdays, except holidays. Our representatives are available to assist you by telephone from the hours of 7:30 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 12:00 p.m. on Saturday, by calling the number provided in Section 10.6.

10.03 Ownership of Website. The content, information and offers on our website are copyrighted by the Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sublicense, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's sites are the trademarks, service marks or logos of the Bank, or others as indicated.

10.04 Web-linking Practices. The Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does control, the content, products, or serviced provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

10.05 Geographic Restrictions. The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

10.06 Contact Information. In case of questions about your electronic transactions, contact customer service at:

**The Bryn Mawr Trust Company
Attn: Electronic Banking Department
801 Lancaster Avenue
Bryn Mawr, PA 19010**

10.07 Deposit Account Agreement. You acknowledge and agree that your demand deposit Account maintained with the Bank is an integral part of the Services offered by the Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the Bank's Deposit Account Agreement governing Accounts in effect from time to time between you and the Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit Account required by the Bank. If you have not signed the foregoing forms required by the Bank, by signing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your Account. You also agree to establish all Accounts that must be opened in conjunction with the Service provided by the Bank.

10.08 Effective Dates. The effective date of this Agreement shall be the date upon which the Agreement is executed by you and accepted by the Bank.

10.09 Internet Disclaimer. For any Service(s) described in the Agreement utilizing the Internet, the Bank does not and cannot control the flow of data to or from the Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). The Bank cannot guarantee that such events will not occur. Accordingly, the Bank disclaims any and all liability resulting from or related to such events and in no event shall the Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or the Bank's ability to connect to the Internet on your behalf.

10.10 Limitation of Liability.

10.10.1 YOU AGREE THAT THE BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, THE BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.10.2 TO THE FULLEST EXTENT ALLOWED BY LAW, THE BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM THE BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND REGARDLESS OF THE BASIS FOR ANY CLAIM ARISING PURSUANT TO THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF THE BANK SHALL BE ONE THOUSAND DOLLARS (\$1,000).

10.10.3 YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY THE BANK ON AN "AS IS" BASIS.

10.10.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

10.10.5 THE BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF THE BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10.10.6 THE BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY THE BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO THE BANK OR FROM THE BANK TO YOU. THE BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

10.11 Force Majeure. The Bank shall not be responsible for any liability, loss, or damage resulting from the Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

10.12 Reimbursement. Any reimbursement by the Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your Accounts.

10.13 Indemnification. In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, if your use of the Service is not primarily for personal, family, or household purposes, and/or if your applicable Account(s) is (are) not established primarily for personal, family or household purposes, you will be liable for, hold harmless, and will indemnify the Bank and Vendor, and their respective officers, directors, shareholders, agents, employees, and affiliates, from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by the Bank arising out of your failure to report required changes, transmission of incorrect data to the Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by the Bank's gross negligence or failure to act in good faith, you agree to indemnify and hold the Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees ("Indemnified Parties"), harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) the Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by the Bank to be an authorized representative of you, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, (iv) your violation of any rights of the Bank or any third party information provider, including copyright, patent, trade secret, trademark or other intellectual property, publicity or privacy rights, (v) the failure or malfunction of your Access Devices, equipment, software or communications capability, (vi) our refusal to pay an item for which you have made a stop payment request, (vii) your use of Email to communicate with the Bank, whether via the Online Banking Email feature or otherwise, and any actions taken or omissions to act by the Bank as a result of an Email message sent by you to

the Bank, (viii) your failure to report required changes, (ix) transmission of incorrect data to Bank, (x) your failure to maintain the confidentiality or security of any Device in accordance with this Agreement, (xi) failure to maintain compliance with the Rules, or (xii) your breach of applicable laws, rules or regulations. For the avoidance of doubt, the enrolled Customer shall be obligated to indemnify, defend and hold harmless the Indemnified Parties for any Losses arising from or relating to the items enumerated in clauses (i) - (xii) above with respect to any persons authorized or deemed authorized to use Online Banking for the enrolled Customer's Accounts.

10.14 Waiver of Right to Jury Trial and Consent to Jurisdiction. THE BANK AND THE CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY, AND INTELLIGENTLY WAIVE THE RIGHT TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY MADE BEFORE, DURING, OR AFTER THE EXECUTION OF THIS AGREEMENT. THIS WAIVER APPLIES IN THE EVENT ANY OTHER PARTIES, INSTITUTE, JOIN OR DEFEND ANY LITIGATION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK PROVIDING THE SERVICE TO THE CUSTOMER. IT IS EXPRESSLY AGREED THAT NO PARTY OR ENTITY HAS REPRESENTED THAT THIS WAIVER WILL NOT BE ENFORCED.

10.15 Applicable Laws, Rules and Regulations. This Agreement is subject to the provisions of all applicable operating circulars of the Federal Reserve System and all applicable provisions of federal law. This Agreement will be deemed to be a contract made under the laws of the Commonwealth of Pennsylvania, and will be construed in accordance with the laws of Pennsylvania to the extent not preempted by federal law, without giving effect to principles of conflicts of laws that would apply the law of a different jurisdiction. All transactions in your Account shall be subject to the constitution, rules, regulations, customs and usages of the clearinghouse, if any, on which such transactions are executed by the Bank or its agents.

10.16 Forum. With respect to any claim or action arising hereunder, the parties (i) irrevocably submit to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania sitting in Montgomery County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania, and appellate courts from any thereof, and (ii) irrevocably waive any objection which such party may have at any time to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court, and irrevocably waive any claim that any such suit action or proceeding brought in any such court has been brought in an inconvenient forum.

10.17 Adverse Claims. If we receive conflicting instruction with respect to your Account, or notice of an adverse claim of ownership, right to control, or access funds in your Account, or notice that the funds in your Account may have been obtained through fraudulent or criminal acts, you agree that we may place a hold on the funds in the Account, until all appropriate parties provide us with joint specific written instructions with respect to disposition of the funds. We are not required to determine if the dispute has merit. Additionally, if we receive notice of a dispute between two (2) or more joint Account holders, we may require the signature of all joint Account holders for all transactions until the dispute is resolved to our satisfaction. Additionally, we shall have the right to close the Account and deposit the funds held in the Account into the registry of a court of proper jurisdiction, wherein the adverse claimants and/or appropriate parties shall be interpleaded and/or joined to the action for purposes of resolving the dispute regarding the funds.

If we elect to take any action(s) described herein, you agree that we shall not be liable to you for damages of any kind, and you agree to pay and reimburse us for our reasonable costs and expenses including, without limitation, attorneys' fees and court costs from the funds in the Account prior to any distribution. If you ask us to follow instructions that we believe, in our sole discretion, might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your Agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, attorneys' fees or expenses that we may incur as a result of any dispute or legal proceeding involving your Account or our relationship with you. You authorize us to deduct any such loss, cost, attorneys' fees or expense from your Account pursuant to our right of set-off without prior notice to you or to bill you separately. This obligation includes, but is not limited to, disputes involving situations in which there are disputes between you and any other person authorized to transact with respect to the Account ("authorized signer"), a joint owner or third party claiming an interest in your Account. It also includes, but is not limited to, situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs, attorney fees or expenses may also be brought against your estate, heirs and legal representatives, who will be liable for any claims made against and expenses incurred by us.

10.18 Data Recording. You agree that by using Online Banking to conduct transactions, the information and transfers will be recorded and/or data captured. By using Online Banking, you expressly authorize the Bank to record and retain any telephonic or electronic communications.

10.19 Miscellaneous Provisions.

10.19.1 Headings. The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

10.19.2 Severability. The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

10.19.3 Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

10.19.4 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

10.19.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement. THE BANK AND CUSTOMER SPECIFICALLY AGREE THAT THEY WAIVE ALL RIGHTS TO RELY ON OR ENFORCE ANY ORAL STATEMENTS MADE PRIOR TO OR SUBSEQUENT TO THE SIGNING OF THIS AGREEMENT.

10.19.6 Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Agreement without the Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

10.20 Authority and Joint Accounts. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICE AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

You hereby represent and warrant that you have full right, authority and power to execute, deliver and perform this Agreement. If this Account is a joint Account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access Accounts for which you are an owner or authorized user.

Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Online Banking Account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

10.21 Other Provisions for Business Customers. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICES AND ACCOUNTS ESTABLISHED PRIMARILY FOR BUSINESS PURPOSES.

10.21.1 Compliance with Laws, Rules, and Regulations. You agree to comply with all existing and future instructions used by the Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which the Bank is a member or to which rules the Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

BY CLICKING ON THE "I AGREE" BUTTON RELATING TO THIS AGREEMENT WITHIN ONLINE BANKING , YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT YOU WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU SIGNED THE AGREEMENT. YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND SUCH TERMS AND CONDITIONS AS MAY BE AMENDED IN THE FUTURE. BUSINESS CUSTOMERS MUST ALSO SIGN THE AGREEMENT.

BUSINESS CUSTOMERS:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the _____.

CUSTOMER

THE BRYN MAWR TRUST COMPANY

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

CUSTOMER

BY: _____

NAME: _____

TITLE: _____