

Mobile Banking Services Addendum  
To the Agreement and Disclosure for 24/7 Online Banking  
A Service of  
Pendleton Community Bank, Franklin, WV

This is an addendum to the Agreement and Disclosure for 24/7 Online Banking and sets forth the additional terms and conditions for use of the Mobile Banking Services offered through Pendleton Community Bank (“we”, “our”, “us”) by the customer (“you”, “your”). Except where modified by this Addendum, the Terms and Conditions for 24/7 Online Banking remain in effect. This Addendum and the Agreement and Disclosure for 24/7 Online Banking constitute the entire agreement between us and you relating to Mobile Banking Services. If there is a conflict between the Agreement and Disclosure for 24/7 Online Banking and this Addendum, the terms in this Addendum will govern your use of the Mobile Banking Services.

Please read this addendum carefully and keep a copy for your records.

## **A. Introduction**

Pendleton Community Bank will make every effort to provide the highest quality Mobile Banking Service. By enrolling in the Mobile Banking Service, you agree to all of the terms and conditions contained in this Addendum and the Terms and Conditions for 24/7 Online Banking.

## **B. Definitions**

As used in this Addendum and Mobile Banking services, the following words have the meanings given below:

- Mobile Banking - an electronic banking service provided by Pendleton Community Bank to enable our customers to view their current balance, transaction history, transfer funds between pre-authorized Pendleton Community Bank accounts, and initiate payments to payees already established in their 24/7 Online Banking account.
- Account(s) - eligible Pendleton Community Bank checking, savings, loan or certificate of deposit information and other Pendleton Community Bank products that can be accessed through Mobile Banking.
- Device - a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.
- You and Your(s) - person(s) with authorized access to your Account(s) enrolled in Mobile Banking.
- We, Us, and Bank – refers to Pendleton Community Bank.
- Addendum – refers to Mobile Banking Services Addendum.

## **C. Mobile Banking Service**

### Description of Service

Mobile Banking is a secure service provided to you for the convenience of managing your accounts on the go. This is a supplemental service of the Bank’s 24/7 Online Banking service. It is not intended to replace access to 24/7 Online Banking from your personal computer or other methods you use for managing your accounts and services. Mobile Banking allows you to access your Pendleton Community Bank account information to:

- view transactions
- transfer funds between your authorized accounts
- pay a bill to an established payee
- view Mobile Banking alerts

To utilize the Mobile Banking Service, you must first enroll to use 24/7 Online Banking and then activate your Device within the Online Banking system.

The Mobile Banking Service is a free service provided by the Bank. However, standard internet service, web access and text messaging rates may apply. Check with your mobile service provider for details.

The Bank reserves the right to limit the types and number of accounts eligible and the right to refuse any transaction you request through Mobile Banking. The Bank also reserves the right to modify the Mobile Banking Service at any time.

You may access your accounts through the Bank's Mobile Banking Service 24 hours a day, seven days a week unless the system is unavailable for necessary system maintenance. Scheduled transfers are processed Monday through Friday at 6:00 p.m. Transfers entered after 6:00 p.m. will be processed the next business day. Any transfers scheduled on a weekend or bank holiday will be processed on the previous day. Your monthly account statement will show your Electronic Funds Transfers.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supported by all Devices. Pendleton Community Bank cannot guarantee, nor is responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

#### **D. Customer Liabilities**

You represent and agree to the following when you enroll and when you access the Mobile Banking Service:

##### Account Ownership/Accurate Information

You represent that you are the legal owner of the Account(s) and other financial information which could be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up-to-date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

##### Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You should promptly examine your statement upon receipt. If you find that your records and ours disagree, you must contact Pendleton Community Bank's Customer Service Department in a timely manner. Immediately contact your cell phone provider if your phone is lost or stolen so service can be terminated on the lost or stolen phone.

##### Protecting Personal Information

In addition to protecting your account information, you should take precautions to protect your personal identification, such as your driver's license, Social Security Number, etc. This information, by itself or together with information on your account, may allow unauthorized access to your account(s). In online banking, never use your account number or part of your account number as the pseudo name for the account. It is your responsibility to protect personal information with the same level of care that you protect your account information.

##### Safeguard Your Online Personal Identification Number (PIN)

The PIN that is used to gain access to Mobile Banking Services should be kept confidential. For your protection, we recommend that you change your mobile banking PIN regularly. We recommend that you memorize this PIN and do not write it down. Never save your PIN number in a file on your cell phone. You are responsible for keeping your mobile banking PIN, account numbers and other account data confidential. If you believe that your mobile banking PIN may have been lost or stolen or that someone has used or will use your account without your permission, notify Pendleton Community Bank Customer Service at once.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

##### User Conduct

You agree not to use Mobile Banking and the content or information delivered through Mobile Banking in any way that would:

- infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the software;
- be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity;

- violate any law, statute, ordinance or regulation (including, but not limited to those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- be false, misleading or inaccurate;
- create liability for the Bank, our affiliates or service providers, or cause the Bank to lose (in whole or in part) the services of any of our service providers;
- be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- potentially be perceived as illegal, offensive or objectionable;
- interfere with or disrupt computer networks connected to Mobile Banking;
- interfere with or disrupt the use of Mobile Banking by any other user; or
- use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

#### No Commercial Use or Re-Sale

You agree that the Service is only for the personal use of individuals authorized to access your account information. You agree not to commercially market Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

#### Indemnification

Unless caused by the Bank's intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Pendleton Community Bank and its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

### **E. Privacy Statement**

Pendleton Community Bank understands how important privacy is to our customers. [Click here](#) to view Pendleton Community Bank's customer Privacy Policy.

### **F. Pre-Authorized Accounts**

Any authorized account holder on the account can enroll the account in the Mobile Banking service. This includes all deposit and loan accounts. You may add, change or remove any account in Mobile Banking by logging into your 24/7 Online Banking account and clicking on the Mobile Banking tab. All of your deposit and loan accounts may not be available for pre-authorized transfer of funds. An account that requires multiple signatures to authorize debits is not eligible for funds transfer services. Federal regulations state that you cannot make more than six (6) pre-authorized or automatic transfers from a Money Market Account or Savings Account during each statement cycle. Transfers can be made from a checking account, savings account or a revolving home equity loan to a checking, savings, or loan account. Please contact your nearest Pendleton Community Bank office for more information.

### **G. No Signature Required**

When you elect to transfer funds between your pre-authorized Bank account(s), you authorize the Bank to honor debits drawn against your accounts without presence of your written signature.

### **H. User Name and Password**

Your user name and password are defined by you. The password must contain 8 (eight) to 12 (twelve) characters, and any combination of letters and numbers. You can change your password at any time and we recommend that you change it regularly. If you forget your password, contact your nearest Pendleton Community Bank office. If you share your user name and password with others to act on your behalf, you are responsible for all activity performed under your user name and password.

### **I. Account Balance Verification**

You can log in your mobile banking account at any time to access current balances, items presented for payment against your account (checks, ATM transactions, debit card purchases) and deposits. Balances shown in your account may include deposits subject to verification by us. The balance may differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges.

Balances are updated periodically and the system shows the most current date on the accounts summary page. There may be situations which cause a delay in an update of your balances. The system will use the current available balance at the time of the transaction to approve or deny a transaction.

#### **J. Changes to Charges, Fees or Other Terms**

Pendleton Community Bank reserves the right to change the charges, fees or other terms described in the Mobile Banking Service Addendum. When changes are made to any fees, charges, or other terms, we shall update the Mobile Banking Service Addendum and notify you of the changes via Online Banking Secure Messaging and/or via the remarks section on the first page of the 24/7 Online Banking screen. The notice will be posted or sent at least thirty (30) days in advance of the effective date unless an immediate change is necessary for any unforeseen circumstances. If an immediate change is made, and it can be disclosed without jeopardizing the safety of the system, we will notify you within thirty (30) days after the change. You may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate.

#### **K. Right of Termination**

You may cancel your Mobile Banking access at any time by logging into your 24/7 Online Banking account and clicking the Mobile Banking tab. Uncheck the 'Activate mobile banking access' then agree to the agreement and click on Submit.

#### **L. Disclosure of Account Information**

You authorize the Bank to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we have obtained about your accounts and the transfers you make:

- to comply with government agency or court orders or requests;
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- where it is necessary for completing transfers;
- to provide services relating to your account;
- if you give us your further permission.

#### **M. Virus Protection**

Pendleton Community Bank is not responsible for malicious software that you may encounter. We encourage customers to routinely scan their mobile devices using a reliable product to detect and remove malicious software. Undetected or unrepaired malicious software may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the malicious software to other devices.

#### **N. Contacting Pendleton Community Bank**

To contact Pendleton Community Bank about stolen information, suspected fraudulent activity, or other questions you may have, please contact Customer Service using one of the following methods:

Phone: 304-358-2311 or 866-722-2651 (866-PCBANK1)

FAX: 304-358-7997

Write: Pendleton Community Bank, P.O. Box 487, Franklin, WV 26807

Email: mail@yourbank.com **Standard E-mail is NOT secure.** Please do not use normal E-mail (for example,

Outlook/Outlook Express, Eudora, etc, or web-based email, such as gmail, yahoo, msn, aol, etc) to send confidential information to the bank.

Secure Messaging: 24/7 Online Banking has a Secure Messaging feature that you can use to send and receive secure text messages. Use the "Contact Us" link from any 24/7 Online Banking page to access this feature.

#### **O. Error Management**

In case of errors or questions about your electronic transfers, contact Customer Service as soon as you can, if you think your information is wrong or if you need more information about a transfer listed.

#### **P. Damage to Equipment**

We are not responsible for interruption of service due to loss of electric power or lack of cellular service nor are we responsible for loss or damage to your mobile device resulting directly or indirectly from the use of Pendleton Community Bank Mobile Banking Service.

#### **Q. Governing Law**

This Addendum shall be governed by and construed in accordance with the laws of the State of West Virginia.

#### **R. Assignment**

You cannot assign this Addendum to another party. We may assign or delegate, in part or whole, to any third party.

#### **S. Severability**

In the event any provision(s) of this Addendum are found to be invalid, illegal or unenforceable, the remaining provisions shall be valid and enforceable.

#### **T. Ownership of Materials**

The content and information on our Mobile Browser is the property of Pendleton Community Bank and should not be duplicated or copied.

#### **U. Service Agreement**

I, the customer, acknowledge that I have read and understand Pendleton Community Bank's Mobile Banking Services Addendum. I also acknowledge that both this Addendum and the Mobile Banking Service may be amended from time to time by the Bank. I understand that the User ID and password can be used to transfer funds from the account and that this information must be safeguarded. I authorize the Bank and its employees to follow any instructions transmitted by the use of these codes, and I agree to be bound thereby.