

Electronic Banking Service Agreement and Disclosure

What is Covered by this Agreement

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

The purpose of this Agreement is to inform you of any additional rights provided under Regulation E and the Electronic Funds Transfer Act that were not included or disclosed in the *Electronic Funds Transfer Agreement*, arising out of your use of the The Services. . Your initial use of The Services in connection with your account(s) constitutes your acceptance and agreement to be bound by the terms and conditions of this Agreement, as well as the agreements that are already in effect for any account linked to The Services. If there is a conflict between the terms and conditions of this Agreement and one contained in the other agreements between us, this agreement will control. Further, you are responsible for the payment of any fees incurred by you on any account, for any service, at any time.

Each person on a joint account will be liable for all transactions that are made on the account. Further, each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

You hereby indemnify and release the Bank from any and all liability and agree not to make any claim against the Bank or bring any action against the Bank for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your authentication credentials to that person. You agree to reimburse the Bank for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney’s fees) as a result of the Bank’s honoring or allowing transactions on the account where your credentials were used.

Enrollment and Application Forms

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

Services Provided

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

- View account balances
- Review account activity
- Perform one-time Internal Transfers - transferring funds between First Priority deposit accounts
- Setup Internal Transfers - automatic transfers between First Priority Bank accounts
- Setup External Transfers - create transfers between accounts at First Priority Bank and other financial institutions
- Reorder checks for your accounts
- Communicate with us via secured messaging, including ordering copies of checks and/or statements
- Perform Bill Payments - Pay your bills online on an automatic or recurring basis or periodically as you request
- Open additional First Priority Bank deposit account(s)
- Place Stop Payments on your accounts

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

Equipment and Technical Requirements

To use The Services, perform transactions and receive electronic disclosures, you must have a computer or other electronic equipment necessary for the Service at issue, such as a personal computer with Internet access and appropriate software (collectively, "The Equipment"). It is your responsibility to acquire the equipment which must include a web browser. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. The browsers and operating systems approved to meet security and application requirements are:

| Operating System | Microsoft Internet Explorer | Apple Safari® | Mozilla Firefox | Google Chrome™ |
|-------------------------|--|--------------------------|----------------------------|---------------------------|
| Windows Vista® | 9.0 | 4.0, 5.0 | 28.0 , 29.0 | 34.0, 35.0 |
| Windows 7 | 10.0, 11.0 | N/A | 28.0 , 29.0 | 34.0, 35.0 |
| Windows 8 | 10.0 | N/A | 28.0 , 29.0 | 34.0, 35.0 |
| Windows 8.1 | 11.0 | N/A | 28.0 , 29.0 | 34.0, 35.0 |
| Mac OS X 10.8 | N/A | 6.01 | 28.0 , 29.0 | N/A |
| Mac OS X 10.9 | N/A | 7.0 | 28.0 , 29.0 | N/A |
| iPad® | N/A | 7.1 | N/A | N/A |
| iPad® mini | N/A | 7.1 | N/A | N/A |

Virus Protection, Malware & Key Logging

You should routinely scan your computer and disks using reliable virus detection and anti-malware products. Viruses and malware which are not mitigated may corrupt and destroy your data, allow unauthorized access to your devices and potential theft of your personal information. Additionally, you could transmit the virus to other computers. You should take steps to secure your computer and also scan it regularly for malware and key logging software. It is your responsibility to protect your computer against this type of malicious software.

Firewalls

You should utilize a firewall (hardware and/or software), on your computers that limit traffic in and out of your computer to that which you specify.

Operating System Patches and Updates

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

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

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

Authentication Credentials

One of the security features protecting the Service is the unique combination of your User ID and password. During the enrollment process, you will be asked to select a unique User ID, and then choose a password that will be used to gain access to the Service. You determine your own password, which is stored in encrypted form. Neither First Priority Bank nor any of its Service Providers have access to this information.

When selecting a password:

- It must be at least eight (8) characters long, no more than 32 characters
- It must contain at least 1 alpha and 1 numeric character.
- It should not be based upon any personal information you have provided to us.
- You should not use words based on your name, address, or other personal information
- Do not use words found in the dictionary
- Special characters may be used to increase security
- Passwords must be changed every 90 days

You are responsible for keeping your credentials and account data confidential. We are entitled to act on transaction instructions received using your credentials, and you agree that the use of your credentials will have the same effect as your signature authorizing the transaction(s) or will authenticate your identity and verify the instructions you have provided to us.

Canceling Your Electronic Banking Services

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

You may disable your access at any time by notifying us of your intent to cancel in writing, through The Services' secure email, or by calling First Priority Bank at 1-877-533-4420. Prior to notifying us that you wish to terminate your Internet Banking access, we strongly suggest that you:

1. Cancel any scheduled payments
2. Cancel any automatic scheduled Internal Transfers or External Transfers

Special Considerations for Online Bill Pay

Definitions

“Bill Payment” is the term used to identify a transaction where we pay, either electronically or by check, a payee that you have defined, using specific instructions, including the

account from which to pay, the amount and the date, either on a one-time or on a recurring basis, as defined and elected by you.

“Payee” is the person or entity to whom you wish a bill payment to be directed.

“Payment Instruction” means the information provided by you to the Service for a bill payment to the Payee (such as, but not limited to, Payee name, Payee account number and payment date).

“Payment Account” is the First Priority Bank checking account from which a bill payment will be debited.

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

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

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

By providing the Online Bill Payment Service with the names and account information of those Payees to whom you wish to direct payment, you authorize the Online Bill Payment Service to debit your Payment Account on the selected Scheduled Payment Date and remit funds to the Payee on your behalf. Adequate funds for the payment must be available on the Scheduled Payment Date. If not, we will make two (2) additional attempts to debit these funds, but all three (3) attempts are subject to Uncollected Funds or Non-Sufficient Funds Fees, as disclosed in our Fee Schedule. You may change or cancel a payment up until the time it processes by accessing the pending payments link in the Make Payments screen and selecting either edit or cancel.

Our Responsibility

We, or a third party acting as our agent, are responsible for completing fund transfers for bill payments from your account(s) on time and according to your properly entered and transmitted instruction. Neither we, nor the Service Provider will be liable:

- If you do not have adequate funds in a deposit account to complete a transaction from the account, or if that account has been closed;
- If you have not properly followed Software or Bill Pay service instructions on how to make, change or cancel a bill payment;
- If you have not given complete, correct and current instructions so that a bill payment can be made;
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the Payee by the time it is due;
- If you request a payment amount that exceeds the minimum or maximum dollar limit for an individual payment;
- If a timely bill payment is made but the Payee nevertheless does not credit your

- payment promptly after receipt;
- If the funds in the account are subject to legal action preventing a transfer to or from your account;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your equipment and/or the Software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
- If circumstances beyond our or our agent's control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by Payees, fires, floods, and other natural disasters.

Limitation on Bill Payments

- The minimum payment amount is \$1.00. The maximum amount per single payment is \$9,999.99. The daily aggregate limit for Bill Pay is \$9,999.99.
- There is no limit to the number of bills which you may pay.
- Online Bill Payment has limited ability to research any issue that may arise from payments made to U.S. government agencies due to the government's strict adherence to the Consumer Privacy Act. Online Bill Payment will not be responsible for any late fees or penalties that may be incurred by these types of payments.
- We reserve the right to refuse to pay any person or entity to which you may direct a payment. We will notify you promptly if we decide to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay alimony, child support or other court-directed payments or tax payments, which are prohibited under this Agreement.

Prohibited Payments

The following types of payments are either prohibited through the Service, or may be returned by the Payee:

- Tax Payments;
- Court ordered payments; and
- Payments to Payees outside of the United States

Payee Limitation

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

Special Considerations for Internal Transfers

We may enable your account to make transfers between and among your eligible First Priority Bank (FPB) personal accounts (checking, savings, and money market accounts). You must notify us by contacting your personal banker, or by communicating with us using Bank Mail if you wish to enable transfer capability between accounts.

You agree not to make transfers for more than your available account balance. You agree that a transfer made via Online Banking shall constitute a valid charge against your account.

You may make an unlimited number of transfers to and from your designated accounts, for which you have unlimited withdrawal privileges, 24 hours a day, 7 days a week. There is no limitation on the dollar amount of such transfers. Federal regulations limit pre-authorized, automatic, telephone and other transfers from savings and money market accounts for a total of 6 per statement cycle per account. For money market accounts, transfers are considered those made by check, draft, debit card or similar order payable to third parties. You may change or cancel a scheduled Internal Transfer up until it processes by accessing the Transfer Funds screen, selecting Scheduled Transfer, and following the instructions to edit or delete the selected scheduled transfer.

Internal Transfers for loan payments will credit to the loan same business day if made by 11:00PM Eastern Time. Otherwise, loan will be credited next business day. Business days for loan payment crediting are Monday thru Friday, excluding Federal holidays.

Special Considerations for External Transfers

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

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

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

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

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

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

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

If you request to cancel an External Transfer instruction that you have previously requested, we will take steps to act on your cancellation requests, but First Priority Bank will not be responsible if we are unable to cancel a transfer instruction. You may change or cancel a scheduled External Transfer up until it processes by accessing the Transfer Funds screen, selecting Scheduled External Transfers and following the instructions to edit or delete the scheduled transfer.

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

| Credit Transfers (<i>To</i> your FPB e-account) | | | | Debit Transfers (<i>From</i> your FPB e-account) | | | |
|--|------|-----------------------|------|---|------|-----------------------|------|
| <i>Daily Limits</i> | | <i>Monthly Limits</i> | | <i>Daily Limits</i> | | <i>Monthly Limits</i> | |
| \$ amt | # of | \$ amt | # of | \$ amt | # of | \$ amt | # of |
| \$250,000 | 5 | \$250,000 | 50 | \$50,000 | 5 | \$250,000 | 25 |

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

Special Considerations for On-line Account Opening

You may choose to fund a First Priority Bank (FPB) e-account that you open on-line from an account at another financial institution (FI), using that FI’s ABA Routing Number. External accounts you may use include personal checking, personal savings, and personal

money market accounts. You cannot fund your e-account from an account that is solely owned by a person other than you. The funding of your account cannot be initiated without test (one debit and one credit less than \$1.00 each) transactions to be completed to the external FI. Once the test verification has been completed you will be able to initiate the actual funding of your account. The actual funding consists of one (1) transaction with a maximum dollar limit of \$ 250,000.

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

We have no obligation to complete an online transfer instruction:

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

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

Electronic Statement and Communication Agreement

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

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

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

- You notify us to send Electronic Communications to another e-mail address
- Electronic Communications are returned to us undelivered or undeliverable

- You notify us that you do not wish to receive Electronic Communications

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

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

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

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

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

Or you may call us at 877.522.4420.

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

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

You agree that in no event will the Bank or any of its employees, officers or directors be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with your use of the Electronic Communication service. You further agree

that neither First Priority Bank nor any of its employees, officers or directors will be liable for any technical, hardware, or software failure of any kind, any interruption in the availability of our service, any delay in our operation or transmission, any incomplete or scrambled transmission, computer virus, loss of data or other similar loss.

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

Notice of Rights and Responsibilities

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

Right to Receive Documentation of Transfers

Periodic Statements. If your account is subject to receiving a monthly statement, all EFT transactions, including all fund transfers completed through the Service, will be reported on it. You will receive a periodic statement each month for each Account from which or into which a funds transfer or any other EFT transaction has been completed during the month. The periodic statement will include a description of the transactions completed through the Service. If your account is subject to receiving a statement less frequently than monthly, and there are no EFT transactions or funds transfers completed during the periodic cycle, you will continue to receive your statement on that (less frequently than monthly) cycle.

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

Stopping Preauthorized Payments.

The Service may allow you to stop or cancel payments and transfers that you have scheduled or initiated, and you should follow applicable Service instructional materials if you wish to stop or cancel a transaction. Otherwise, if you use any Service to make recurring or other preauthorized electronic fund transfers from your Account, you can stop any of these payments as follows:

Call us or write us at the telephone number or address identified in the “Errors or Questions About Electronic Transactions” section of this Agreement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If we require you to put your request in writing and you fail to provide this written confirmation to us within fourteen (14) days after your call, we may not honor your stop payment request for any recurring or other preauthorized electronic fund transfer that is to be made after that fourteen (14) day period. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Stop payment requests are subject to applicable fees and charges as provided in the agreement and disclosures governing your Account.

Errors or Questions About Electronic Transactions

In case of errors or questions about your electronic fund transfers, call us at:

610-280-7100

or write to:

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

We will determine whether an error occurred within 10 business days after we hear from you (20 business days for transfers to or from an account within 30 days after the first deposit to the account was made) and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question (90 days for point-of-sale transactions, transactions initiated outside the United States or transfers to or from an account within 30 days after the first deposit to the account was made) if we decide to do this, we will re-credit your account within 10 business days (20 business days for transfers to or from an account within 30 days after the first deposit to the account was made) 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 10 business days, we may not re-credit your account. We will tell you the results within 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.

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

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

Consumer Complaint Process

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

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

Consumer Liability

You should not disclose your authentication credentials to any other person. These Codes are for your personal use and should be kept confidential by you. We may require you to change these Codes periodically. Contact us immediately if you believe someone has obtained your Codes or may have access to your accounts without your permission. Calling 610-280-7100 is the best way of minimizing your losses.

For unauthorized transactions you could lose all of the money in your account. However, if you tell us within 2 business days after learning of the loss, you can lose no more than \$50 if someone used your Codes without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Codes, and we can prove we could have stopped someone from using your Code if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed 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.

Disclosure of Account Information

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

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

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. Any use of the Service after the date of amendment or alteration will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material and limit access to the Service's more recent versions and updates.

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

Exclusions of Warranties

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