# Welcome



Important Information for
First Community Bank of Mercersburg Customers
About Your Transition to





On October 1, 2018, the First Community Bank of Mercersburg and Orrstown Bank officially merged together with a goal of providing you access to an expanded branch network, innovative online and mobile banking tools, and new products and services designed to help you better manage your money.

Over the coming weeks, our associates will be working diligently to prepare for the conversion of your First Community Bank of Mercersburg accounts and services to Orrstown Bank, which will occur the weekend of **February 2, 2019**. To make this transition as easy and as seamless as possible, we created this Welcome Guide to answer the questions you may have.

Please take a few moments to review the information contained in this booklet and feel free to contact us with any additional questions by calling our Customer Service Center at 1-888-677-7869 or stopping by any of our offices. We would be more than happy to assist you.

This is an exciting time for us as we welcome you into the Orrstown Bank family and commemorate our 100th anniversary throughout 2019. As a First Community Bank of Mercersburg customer, you have come to expect excellent service from a bank that is focused on you and your community, and you can count on that experience continuing as a customer of Orrstown Bank.

Again, welcome!

Sincerely,

President and Chief Executive Officer



#### **IMPORTANT DATES TO REMEMBER**

As we approach the transition of your First Community Bank of Mercersburg accounts to Orrstown Bank, there are some important things you need to know before and after the conversion is complete. The information shown here will help you prepare for what's ahead.

#### ► FRIDAY, FEBRUARY 1, 2019

The conversion of First Community Bank of Mercersburg accounts and systems to Orrstown Bank begins.

All First Community Bank of Mercersburg branch locations will close at their normally scheduled time.

#### ► SATURDAY AND SUNDAY, FEBRUARY 2-3, 2019

The conversion of First Community Bank of Mercersburg accounts and systems to Orrstown Bank continues.

All First Community Bank of Mercersburg branch locations will be closed for the weekend. You will not be able to access your accounts, so please plan accordingly.

#### MONDAY, FEBRUARY 4, 2019

First Community Bank of Mercersburg branch locations will re-open as Orrstown Bank branches. Please refer to the "Locations" section on pages 10-11 of this guide for hours and addresses.

The conversion of your accounts to Orrstown Bank will be complete. You may begin banking at any of Orrstown Bank's branch locations.

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#### FREQUENTLY ASKED QUESTIONS

#### I'm not familiar with Orrstown Bank. Can you tell me more about you?

At Orrstown Bank, we believe that everyone, from our customers and employees to our neighbors in the communities we serve, deserves the opportunity to grow, thrive, and realize their goals. That's why we do everything we can to provide you with a full range of personal and business banking services and wealth management opportunities through our network of branch offices and loan production centers conveniently located throughout Central Pennsylvania and Maryland.

Since our founding in the small town of Orrstown, Pennsylvania in 1919, Orrstown Bank has grown to be one of the strongest, locally-owned and managed community banks headquartered in the region. Today, with assets approaching \$1.8 billion, Orrstown Bank and our team of experienced bankers have extensive knowledge of the local markets we serve, and we are committed to providing you with an unparalleled level of service and support each and every day.

For more information about Orrstown Bank, please feel free to visit our website at Orrstown.com.

#### **FAST FACTS**

Corporate Headquarters: Shippensburg, Pennsylvania

Regional Headquarters: Harrisburg and Lancaster, Pennsylvania

Parent Company: Orrstown Financial Services, Inc.

NASDAQ Stock Symbol: ORRF

Pennsylvania Counties Served: Berks, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, Perry, and York

Maryland Counties Served: Washington

#### Will my account number change?

Unless we notify you otherwise, your account number(s) will not change. If your account is one that will require an account number change, we will contact you directly.

#### Do I use the same checks I have now?

Yes, you may continue to use your First Community Bank of Mercersburg checks until Saturday, August 31, 2019. After that date, First Community Bank of Mercersburg checks will no longer be accepted or processed. All new check orders made after Monday, February 4, 2019 should include Orrstown Bank's name and routing number, which is 031315036. Please feel free to contact any Orrstown Bank office and we will be happy to help you with your new check order. You may also conveniently order checks through Orrstown Bank's online banking service.

#### Will I continue to receive my deposit statements as usual?

All accounts generating statements will receive a final First Community Bank of Mercersburg statement with account activity through Friday, February 1, 2019. You will begin receiving Orrstown Bank statements on a regular cycle after Monday, February 4, 2019. The frequency of which your statement is generated will depend upon your account type. For more information, please see the Bank Statements section of this guide on page 4.

#### Will fees and service charges change?

To assist you through the conversion process, we will move your First Community Bank of Mercersburg account into the Orrstown Bank account that is most similar to the one you currently have. You may find that some fees and charges will change, while the majority will remain the same. Please review the Service Charge Schedule on page 9 for our current fees.

#### Will rates on my CDs and IRAs change?

You will continue to earn the interest rate guaranteed on your CD and/or IRA when you opened your account at First Community Bank of Mercersburg, or at its last renewal, for the remainder of the account term. Upon maturity, CDs and IRAs may be renewed at Orrstown Bank's current market rates in effect on that date, unless otherwise notified. You will continue to receive your interest payouts in the same form that you receive them today. For more information, please see the CD and IRA summary in the chart on page 6.

#### How will this transition affect direct deposits to my account?

We will temporarily transfer your direct deposits for you and they will continue to post to your account as they have in the past until Saturday, August 31, 2019. Before that date, however, you must update your account number and the bank's routing number (031315036) with those who submit your direct deposits, such as your employer, in order to continue to receive them. We recommend doing this as soon as possible.

#### What is the cut-off time for transactions?

Orrstown Bank does not have a cut-off time for in-branch transactions. As long as we receive your transaction by the close of business, your transaction will be processed the same business day.

#### FREQUENTLY ASKED QUESTIONS

#### Does FDIC insurance still apply?

Your deposits at Orrstown Bank will continue to be insured by the FDIC up to the maximum amount permitted by federal regulation. The FDIC has a special rule that says when two banks merge, a customer's deposits will be considered to be separately insured – as if the two banks are still operating separately – for at least six months and possibly longer for Certificates of Deposit (CDs). The six-month rule is intended to allow depositors time to review their deposit insurance coverage so they do not have to rush to the bank after a merger to withdraw amounts over \$250,000 from the combined balance. The six-month period began Monday, October 1, 2018 and will end Monday, April 1, 2019. Please refer to the FDIC's website at fdic.gov for additional information on deposit insurance coverage. We would also be happy to sit down with you to review your insurance coverage at any time.

## Can I still use my First Community Bank of Mercersburg debit and ATM cards?

Yes, you can continue to use your First Community Bank of Mercersburg debit and ATM cards through **Sunday, February 3, 2019**. Your existing First Community Bank of Mercersburg card will not reflect true balances during our conversion weekend, however, so we recommend that you have additional cash on hand or use a check or other payment method for purchases that weekend.

Your new Orrstown Bank debit or ATM card should arrive between Monday, January 14, 2019 and Friday, February 1, 2019. You will be able to activate and begin using your new Orrstown Bank debit card on Monday, February 4, 2019. At that time, we suggest you immediately destroy your old First Community Bank of Mercersburg card.

If you have pre-authorized charges tied to your First Community Bank of Mercersburg card, such as a gym membership, you will need to inform all appropriate parties of your new Orrstown Bank card number as soon as you receive it so they may update your card number information. However, no charges may be made to your card until Monday, February 4, 2019. For more information, please see the Debit/ATM Card section on page 4.

#### Where do I send my loan payments after the conversion?

Beginning Monday, February 4, 2019, loan payments can be made at any Orrstown Bank location or by mail. For prompt crediting of your payments, we encourage you to mail your payment to us at the following address:

Orrstown Bank 2695 Philadelphia Avenue Chambersburg, Pennsylvania 17201

Please make sure you allow plenty of time when mailing your payments so they arrive prior to your due date and penalties can be avoided.

#### Can I access my accounts by phone?

If you wish to access your accounts by phone, Orrstown Bank offers telephone banking services. Once your accounts are transitioned to Orrstown Bank, you can access them by calling 1-800-588-3092. The first time you call into the system, you will be asked to self-enroll by entering your account number, Social Security or Tax ID number, and a four digit PIN you select. You will need to re-enter the PIN in order to confirm it.

# I currently bank online with First Community Bank of Mercersburg. Do I have to change anything to continue using this service?

Yes, if you currently bank online with First Community Bank of Mercersburg, you will receive additional information in a separate communication from Orrstown Bank with instructions on how to access Orrstown Bank's online banking services. For more information, please see the Online Banking section of this guide on page 4.

## Will I still be able to access my First Community Bank of Mercersburg account history in online banking?

Yes, you will be able to access at least six months of your First Community Bank of Mercersburg online banking account history with your new Orrstown Bank online banking account.

#### Do I have to do anything with my safe deposit box?

You will start to be billed for your safe deposit box on the next anniversary date at Orrstown Bank's current annual charge for safe deposit box rentals. If your safe deposit box required action on your part as a result of a branch relocation or closure, you should have already received a letter with instructions on how to address that.

#### When will the offices be open and what are your hours?

All Orrstown Bank locations will be open for business as usual on **Monday**, **February 4**, **2019** after the weekend conversion. For a complete listing of our locations and their hours, please visit pages 10-11 of this guide.

#### If I still have other questions, is there anyone I can talk to?

Certainly! We would be happy to meet with you at any Orrstown Bank location to assist you in person. Or, please feel free to call our Customer Service Center toll-free at 1-888-677-7869 during the following hours:

Monday-Friday 7:30 am to 7 pm Saturday 8 am to Noon

Our representatives will be more than happy to assist you.

#### IMPORTANT INFORMATION

#### **DEPOSIT STATEMENTS**

All First Community Bank of Mercersburg accounts generating statements will receive a final First Community Bank of Mercersburg statement with account activity through Friday, February 1, 2019.

You will begin receiving Orrstown Bank statements on a regular cycle after Monday, February 4, 2019. The date and the frequency of when your statement is generated will depend upon your account type.

If your current First Community Bank of Mercersburg checking account is being converted to a Free Checking account with Orrstown Bank, you will have until Friday, August 2, 2019 to set up e-statements to avoid any paper statement fees.

#### **DEBIT OR ATM CARDS**

Expiration of your current card: Your current First Community Bank of Mercersburg debit or ATM card will expire on Sunday, February 3, 2019. Please destroy your First Community Bank of Mercersburg card at that time.

Replacement of your current card: You will receive your new Orrstown Bank card on or before Friday, February 1, 2019.

Activating your new Orrstown Bank debit or ATM card: Instructions on how to activate your new card will be included with your new card. You may activate and begin using your new Orrstown Bank debit card on Monday, February 4, 2019. If you have any pre-authorized charges tied to your First Community Bank of Mercersburg debit card, such as a gym membership, you will need to inform all appropriate parties of your new Orrstown Bank debit card information as soon as you receive it. However, no charges may be made to your card until Monday, February 4, 2019.

#### **ATMs**

Beginning Monday, February 4, 2019, you may use any of Orrstown Bank's ATMs.

First Community Bank of Mercersburg ATMs may be temporarily unavailable while they are being converted to Orrstown Bank ATMs. If this occurs, one of our representatives will be happy to assist you with your transaction inside the office.

As an Orrstown Bank customer, you may have access to surcharge-free ATMs or have ATM fees waived or refunded based on your account type. Please reference the Service Charge Schedule and product charts in this guide for additional information.

Effective today, you may use your existing First Community Bank of Mercersburg debit or ATM card surcharge-free at any Orrstown Bank ATM until you begin using your new Orrstown Bank card.

#### **ONLINE BANKING**

You will no longer have access to First Community Bank of Mercersburg's online banking as of Friday, February 1, 2019.

Orrstown Bank's online banking services will be available to you no later than noon on Monday, February 4, 2019. You will be able to access your accounts online by using the Orrstown Bank online banking login, which is located at the top right corner of the Orrstown Bank website at Orrstown.com.

You will receive your login information and additional instructions in a separate mailing from Orrstown Bank.

#### **ONLINE BILL PAYMENT**

For your convenience, your First Community Bank of Mercersburg bill payment information will automatically transfer to your new Orrstown Bank online banking account. However, beginning Monday, January 28, 2019, you will no longer be able to make changes to payee information within First Community Bank of Mercersburg's bill payment system. Any bills with a due date prior to Friday, February 1, 2019, will need to be scheduled before the end of the business day Monday, January 28, 2019, or they may not be processed.

#### IMPORTANT INFORMATION

#### **ONLINE TRANSFERS**

Requests for transferring funds between accounts should be submitted for processing within First Community Bank of Mercersburg's online banking system prior to Friday, February 1, 2019. All recurring internal transfers scheduled prior to Friday, February 1, 2019 will remain intact.

#### **MOBILE BANKING**

Orrstown Bank is proud to offer a robust mobile banking application for your smartphone, making banking convenient right at your fingertips. Download our app on your mobile device and complete the registration. Just search "Orrstown" on the App Store® or on Google Play™.

Orrstown Mobile Banking is free but your mobile carrier's text messaging and web access charges may apply. Apple and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc., registered in the U.S. and other countries. Google Play and the Google Play logo are trademarks of Google LLC.

**OVERDRAFT PROTECTION** If you currently have Overdraft Protection set up to draw from your First Community Bank of Mercersburg savings account or loan, that service will remain the same with your new Orrstown Bank product.

> If you use Overdraft Safeguard with First Community Bank of Mercersburg, you will be converted to Bounce Protection at Orrstown Bank. Your limits will be based on your product type and other eligibility requirements.

#### **LOANS**

The terms and conditions on all loans will remain the same unless you are otherwise notified by us. Continue to make your payments on or before your regularly scheduled due date. For all First Community Bank of Mercersburg loan types, beginning Monday, February 4, 2019, you may make your loan payment at any Orrstown Bank location or, if you prefer, you may mail it to the following address:

> **Orrstown Bank** 2695 Philadelphia Avenue Chambersburg, Pennsylvania 17201

General notes regarding your loan:

- · All recurring loan payments will automatically continue
- · Checks should be made payable to Orrstown Bank
- Your loan account number will not change
- · You will receive either a monthly billing statement or a payment coupon book depending on your loan type

PERSONAL ACCOUNTS If you have a First Community Bank of Mercersburg personal account, your account will be converted to the Orrstown Bank product that most closely matches your current account.

ACCOUNT DETAILS **EXISTING PRODUCT** NEW PRODUCT **PERSONAL CHECKING** · No minimum balance required. Regular Checking Free Checking · No monthly maintenance fees.\* Transitional Checking · Free online and mobile banking services. **Basic Checking** · Debit card available. \*Enrollment in electronic statements is required to avoid a \$2 monthly paper statement fee. · Free online and mobile banking services. **Super Checking** Interest Checking Lifestyle Checking · Debit card available. • A monthly service charge of \$5 is waived if you maintain a \$500 minimum daily balance or perform at least one direct deposit within each statement cycle. • Interest accrues each day the account daily balance is \$500 or more. Interest is compounded monthly and is credited monthly. • This is a variable rate account. The interest rate and annual percentage yield are subject to change at any time. See above Elite Checking Free Checking or NOTE: You will receive a separate mailing from Orrstown Bank with your assigned Interest Checking product type. Personal Premium · Free online and mobile banking services. Money Market Checking Money Market · ATM card available. • A service charge of \$10 will be assessed every statement cycle if the average daily balance for the statement cycle falls below \$300. Interest begins accruing on daily balances of \$1,000 or more at the following tiers: Tier 1 - \$1,000 - \$9,999.99 Tier 2 - \$10,000 - \$19,999.99 Tier 3 - \$20.000 - \$99.999.99 Tier 4 - \$100,000 - \$249,999.99 Tier 5 - \$250,000 - \$499,999.99 Tier 6 - \$500,000 and over · Interest is compounded monthly and is credited monthly. • This is a variable rate account. The interest rate and annual percentage yield are subject to change at any time. **PERSONAL SAVINGS** · ATM card available. Young Saver Savings Statement Savings • A service charge of \$3 will be assessed every statement cycle if the **Basic Savings** average daily balance for the statement cycle falls below \$250. • Interest accrues each day the account daily balance is \$0.01 or more. Interest is compounded monthly and is credited monthly. • This is a variable rate account. The interest rate and annual percentage yield are subject to change at any time. **CLUB ACCOUNTS** · Reach savings goals with automatically drafted payments from an January Club All Purpose Club Orrstown Bank checking or savings account. February Club March Club Semi-annual payment is made automatically back to your Orrstown Bank April Club checking or savings account. • Interest accrues each day the account daily balance is \$0.01 or more. May Club June Club Interest is compounded monthly and is credited monthly. July Club • This is a variable rate account. The interest rate and annual percentage August Club yield are subject to change at any time. September Club • You may not make withdrawals from this account. If you choose to close **November Club** the account prior to maturity, a \$5 service fee may be assessed. **December Club** April Auto Deposit Club July Auto Deposit Club · Reach savings goals with automatically drafted payments from an October Club Christmas Club Orrstown Bank checking or savings account. October Auto Deposit Club · Annual payment is made automatically back to your Orrstown Bank checking or savings account. • Interest accrues each day the account daily balance is \$0.01 or more. Interest is compounded monthly and is credited monthly. This is a variable rate account. The interest rate and annual percentage yield are subject to change at any time. You may not make withdrawals from this account. If you choose to close the account prior to maturity, a \$5 service fee may be assessed.

#### CDs and IRAs

- Current First Community Bank of Mercersburg CDs and IRAs will be transferred to Orrstown Bank.
- Your account number, annual percentage yield, maturity date, and early withdrawal penalty will not change when your account is transferred to Orrstown Bank.
- Prior to your current maturity date, you will receive a notice explaining
  the rollover terms of your certificates, and you will have ten days after
  the maturity date to withdraw the funds without penalty or make
  changes to the account.
- If you are currently receiving interest checks or interest transfers, you will continue to do so with Orrstown Bank.
- For current interest rates, you may visit us online at Orrstown.com or you can call or visit any of our Orrstown Bank offices listed is this guide on pages 10-11.
- If you have an IRA and are currently receiving a required minimum distribution from First Community Bank of Mercersburg, those distributions will be processed by Orrstown Bank on the same date as currently scheduled with First Community Bank of Mercersburg.

#### **BUSINESS ACCOUNTS**

If you have a First Community Bank of Mercersburg business checking account, your account will be converted to the Orrstown Bank product that most closely matches your current account.

EXISTING PRODUCT	NEW PRODUCT	ACCOUNT DETAILS
BUSINESS CHECKING		
Business Basic Checking Business Basic Checking Interest Business Select Checking Business Select Interest Checking	► Free Business Checking	<ul><li>Non-interest bearing.</li><li>No minimum balance required.</li><li>No monthly service fee.</li><li>1,000 free items per month.</li></ul>
Non-Profit Business Select Checking Non-Profit Business Select Interest Checking	Non-Profit Checking	Interest begins accruing on daily balances of \$10,000 or more at the following tiers: Tier 1 - \$10,000 - \$24,999.99  Tier 2 - \$25,000 - \$99,999.99  Tier 3 - \$100,000 - \$249,999.99  Tier 4 - \$250,000 - \$499,999.99  Tier 5 - \$500,000 and over  Interest is compounded monthly and is credited monthly.  This is a variable rate account. The interest rate and annual percentage yield are subject to change at any time.
Public Funds Business Select Checking Public Funds Business Select Interest Checking	Public Funds Checking	Pree account with no monthly service fees.  Interest begins accruing on daily balances of \$10,000 or more at the following tiers: Tier 1 - \$10,000 - \$24,999.99  Tier 2 - \$25,000 - \$99,999.99  Tier 3 - \$100,000 - \$249,999.99  Tier 4 - \$250,000 - \$499,999.99  Tier 5 - \$500,000 and over  Interest is compounded monthly and is credited monthly.  This is a variable rate account. The interest rate and annual percentage yield are subject to change at any time.
Business Advantage Checking	Regular Business Checking	<ul> <li>Accounts can be grouped to reduce fees and an earnings credit can offset user costs.</li> <li>Ideal for medium to large busineses that want the freedom of processing a large number of transactions each month as well as account analysis services.</li> <li>The standard monthly maintenance fee is \$16.</li> <li>Per item charges are: - Deposited Items: \$0.13 <ul> <li>ACH Credit: \$0.07</li> <li>ACH Debit: \$0.06</li> </ul> </li> </ul>
Money Market Checking Basic Savings	► Business Premium Money Market	<ul> <li>ATM card available.</li> <li>A service charge of \$10 will be imposed every statement cycle if the average daily balance for the statement cycle falls below \$300.</li> <li>Interest begins accruing on daily balances of \$1,000 or more at the following tiers: Tier 1 - \$1,000 - \$9,999.99  Tier 2 - \$10,000 - \$19,999.99  Tier 3 - \$20,000 - \$99,999.99  Tier 4 - \$100,000 - \$249,999.99  Tier 5 - \$250,000 - \$499,999.99  Tier 6 - \$500,000 and over</li> <li>Interest is compounded monthly and is credited monthly.</li> <li>This is a variable rate account. Interest rate and annual percentage yield are subject to change at any time.</li> </ul>

#### ORRSTOWN SERVICES

#### PERSONAL CHECKING ACCOUNTS

- Free Checking
- · Interest Checking
- · Relationship Premier Checking

#### PERSONAL SAVINGS ACCOUNTS

- Statement Savings
- · Prime Statement Savings
- · Money Market
- · Health Savings

#### CERTIFICATES OF DEPOSIT AND INDIVIDUAL RETIREMENT ACCOUNTS

- Traditional
- Jumbo
- · Premium IRA Statement Savings

#### CONSUMER LOANS

- · Personal Loans
- · Personal Line of Credit
- Lot or Land Loan
- · Home Equity Line of Credit
- · Home Equity Installment Loan
- · New and Used Auto Loans

#### ► RESIDENTIAL MORTGAGES

- Fixed and adjustable rate options
- · Jumbo Loans
- · Construction Loans
- Medical Doctor Loan Program
- · Bridge Loans
- FHA/VA Loans
- PHFA Loan Programs
- USDA Loans
- Portfolio Loan Programs
- · Investment Property

#### BUSINESS CHECKING ACCOUNTS

- Regular Business Checking
- · Free Business Checking
- · Non-Profit Checking
- · Public Funds Checking

#### **BUSINESS SAVINGS ACCOUNTS**

- Business Premium Money Market
- · Business Relationship Money Market
- **▶ COMMERCIAL LENDING**
- **SMALL BUSINESS LENDING**
- CASH MANAGEMENT
- ► RETIREMENT, WEALTH, AND TRUST SERVICES
- ONLINE BANKING
- MOBILE BANKING
- DIGITAL WALLET SERVICES
- DEBIT AND ATM CARDS
- **▶ CREDIT CARDS**

### **SERVICE CHARGE SCHEDULE**

#### **FEES AND CHARGES**

The following fees and charges may be assessed against your account:

Paper Statement Fee	\$2.00
Foreign ATM Service Fee	\$2.00
Paid Overdraft or Return Check - Individual	\$37.00
Paid Overdraft or Return Check - Business	\$41.00
Stop Payment Fee - Individual	\$37.00
Stop Payment Fee - Business	\$39.00
Deposit Items Returned	\$14.00
Special Statement Request	\$2.00
Account Research (per hour)	\$30.00
Inactive Account Fee (inactive for 24 months)	\$12.00
Copies of Checks (First 5 free, each additional check)	\$2.00
Check printing	Varies by the style of check ordered
Levy/Garnishment	\$150.00
Cross Border Debit Card Fee	1% of of the amount of the transaction
Wire Transfers - Incoming	\$12.00
Wire Transfers - Outgoing	\$20.00
Wire Transfers Foreign - Incoming	\$25.00
Wire Transfers Foreign - Outgoing	\$45.00
American Express Traveler's Checks (per \$100) Single	\$1.00
American Express Traveler's Checks (per \$100) Checks for Two	\$1.50
Club Account Closed Prior to Maturity	\$5.00
Overdraft Protection with Savings Account per transfer	\$6.00
Accounts closed within 1 year of opening	\$25.00
Excess Money Market/Savings Withdrawals	\$4.00
Cashier's Check Fee	\$10.00

#### **BILL PAYMENT SERVICES**

(Enrollment in services may be required)

memory of someone you'd like to honor

, , ,	
Enrollment	.Free (One time)
Bill Pay User Subscription.	.Free (Per cycle)
Transactions (Consumer)	.Free (Per transaction)
Transactions (Business Only)	.\$0.35 (Per transaction/ 10 free per cycle)
Rush Payment (electronic)	.\$4.95 (Per transaction)
Rush Payment (hard copy check)	.\$14.95 (Per transaction)
Rush Payment (overnight/next business day delivery)	.\$19.95 (Per transaction)
Gift Check (Consumer Only)	.\$2.99 (Per transaction)
Charitable Donation (Consumer Only)	.\$1.99 (Per transaction)

#### **FREE**

#### **DIGITAL FEATURES**

- · Remote Deposit Anywhere (RDA)
- · Person to Person (P2P) **Email Payments**
- Interbank Transfers (Easily Move Money Between Banks)
- Manage Cards (Turn Your Debit Card On/ Off from Your Mobile Application)
- · SMS Text Banking (Check Balance Via Mobile Phone)
- SMS / Texting Customer Service Support

(Enrollment in services may be required)

#### **CAMP HILL**

• 4075 Market St 24HR ATM

LOBBY HOURS M-W 8:30-4 Th-F 8:30-6 Sat 8:30-Noon DRIVE-UP HOURS

M-W 8-5 Th-F 8-6 Sat 8-Noon

#### **CARLISLE**

• 1 Giant Lane 24HR ATM

LOBBY HOURS 8:30-4 M-W Th-F 8:30-6 Sat 8:30-Noon DRIVE-UP HOURS M-W 8-5 Th-F 8-6

• 22 South Hanover Street 24HR ATM

LOBBY HOURS 8:30-5

Sat

• 427 Village Drive 24HR ATM

8-Noon

LOBBY HOURS M-W 8:30-4 Th-F 8:30-6 Sat 8:30-Noon **DRIVE-UP HOURS** M-W 8-5 8-6 Th-F Sat 8-Noon

#### **CHAMBERSBURG**

• 1725 Lincoln Way East 24HR ATM LOBBY HOURS

M-W 8:30-4 Th-F 8:30-6 8:30-Noon Sat **DRIVE-UP HOURS** M-W 8-5 8-6 Sat 8-Noon

• 625 Norland Avenue 24HR ATM

M-W 8:30-4 8:30-6 Th-F Sat 8:30-Noon DRIVE-UP HOURS M-W 8-5 Th-F 8-6 Sat 8-Noon

LOBBY HOURS

• 1355 Orchard Drive 24HR ATM

LOBBY HOURS 8:30-4 M-W 8:30-6 Th-F 8:30-Noon Sat **DRIVE-UP HOURS** M-W 8-5 Th-F 8-6 Sat 8-Noon

#### **DUNCANNON**

• 403 North Market Street 24HR ATM

LOBBY HOURS M-W 9-3 Th-F 9-6 Sat 9-Noon **DRIVE-UP HOURS** M-W 9-5 Th-F 9-6 Sat 9-Noon

#### **EAST EARL**

 Shady Maple Farm Market 1324 Main Street, Suite 1

LOBBY HOURS M-F 9-6 Sat 9-4

#### **FORT LOUDON**

• 92 Path Valley Road 24HR ATM

LOBBY HOURS M-W 8:30-4 Th-F 8:30-6 8:30-Noon Sat **DRIVE-UP HOURS** M-W 8-5 Th-F 8-6 Sat 8-Noon

#### **GREENCASTLE**

• 308 Carolle Street 24HR ATM

LOBBY HOURS M-W 8:30-4 Th-F 8:30-6 8:30-Noon **DRIVE-UP HOURS** M-W 8-5 8-6 Th-F Sat 8-Noon

#### **HAGERSTOWN**

• 1020 Professional Court 24HR ATM

**FORT** 

**LOUDON** 

**MERCERSBURG** 

Washington County

**LOBBY HOURS** M-W 8:30-4 Th-F 8:30-6 Sat 9-Noon **DRIVE-UP HOURS** M-W 8-5 Th-F 8-6 Sat 9-Noon

#### **HARRISBURG**

• 4750 Lindle Road 24HR ATM LOBBY HOURS M-F 9-5

#### **LANCASTER**

LOBBY HOURS

• 566 Lausch Lane 24HR ATM

M-W 8:30-4 Th-F 8:30-6 Sat 9-Noon **DRIVE-UP HOURS** M-W 8-5 Th-F 8-6 Sat 9-Noon

• 500 Olde Hickory Road 24HR ATM

**LOBBY HOURS** M-W Th-F 9-Noon Sat **DRIVE-UP HOURS** M-W 8:30-5 Th-F 8:30-6 8:30-Noon Sat

• 2098 Spring Valley Road 24HR ATM

LOBBY HOURS M-W 8:30-4 Th-F 8:30-6 Sat 9-Noon **DRIVE-UP HOURS** 

M-W 8-5 Th-F 8-6 Sat 9-Noon

#### **MECHANICSBURG**

• 3 Baden Powell Lane 24HR ATM

LOBBY HOURS M-W 8:30-4 Th-F 8.30-6 Sat 8:30-Noon **DRIVE-UP HOURS** M-W 8-5 Th-F 8-6

8-Noon

8-Noon

• 1110 East Simpson Street 24HR ATM

LOBBY HOURS M-W 8:30-5 Th-F 8:30-5 8:30-Noon Sat DRIVE-UP HOURS M-W 8-5 Th-F 8-5

Sat

Sat



**Perry County** 

**Cumberland County** 

**CAMP HILL CARLISLE MECHANICSBURG** 

SPRING RUN

**ORRSTOWN** SHIPPENSBURG •

**CHAMBERSBURG** 

Franklin County

GREENCASTLE

PENNSYLVANIA MARYLAND

**HAGERSTOWN** 

#### **MERCERSBURG**

• 12 South Main Street

LOBBY HOURS M-W 8:30-4 Th-F 8:30-6

DRIVE-UP HOURS

M-W 8-5 Th-F 8-6

• 454 Loudon Road 24HR ATM

#### LOBBY HOURS

M-W 8:30-4 Th-F 8:30-6 Sat 8:30-Noon

DRIVE-UP HOURS

M-W 8-5 Th-F 8-6 Sat 8-Noon

**Dauphin County** 

**HERSHEY** 

YORK

**York County** 

**HARRISBURG** 

#### **NEW BLOOMFIELD**

• 1 South Carlisle Street 24HR ATM

LOBBY HOURS M-W 8:30-3 Th 8:30-3 Fri 8:30-6

DRIVE-UP HOURS

M-W 9-3 Th 9-5 Fri 9-6

#### **NEW HOLLAND**

• 301 West Main Street 24HR ATM

M-W 8:30-4 Th-F 8:30-6 Sat 8:30-Noon

M-W 8-5 Th-F 8-6 Sat 8-Noon

LEBANON

**LANCASTER** 

Lebanon County

#### **NEWPORT**

• 18 Newport Plaza 24HR ATM

LOBBY HOURS
M-W 9-4
Th-F 9-6
Sat 9-Noon
DRIVE-UP HOURS

M-W 8-5 Th-F 8-6 Sat 8-Noon

• 15 North 2nd Street 24HR ATM

LOBBY HOURS M-Th 9-3

M-Th 9-3 Fri 9-6 Sat 9-Noon

M-W 9-3 Th-F 9-6

Sat 9-Noon

**Berks County** 

WYOMISSING

**EAST EARL** 

**NEW HOLLAND** 

**Lancaster County** 

#### **ORRSTOWN**

• 3580 Orrstown Road 24HR ATM

 LOBBY HOURS

 M-W
 8:30-3

 Th
 8:30-5

 Fri
 8:30-6

 Sat
 8:30-Noon

 DRIVE-UP HOURS

M-W 8-5 Th 8-5 Fri 8-6 Sat 8-Noon

#### **SHIPPENSBURG**

• 77 East King Street 24HR ATM

 LOBBY HOURS

 M-Th
 8:30-5

 Fri
 8:30-6

 Sat
 8:30-Noon

DRIVE-UP HOURS M-Th 8-5

Fri 8-6 Sat 8-Noon

• 121 Lurgan Avenue

LOBBY HOURS
M-W 8:30-3
Th 8:30-5
Fri 8:30-6
Sat 8:30-Noon

DRIVE-UP HOURS

M-W 8-5 Th 8-5 Fri 8-6 Sat 8-Noon

 9974 Molly Pitcher Highway STANDALONE 24HR ATM

• 39 Walnut Bottom Road STANDALONE 24HR ATM

#### **SPRING RUN**

• 16400 Path Valley Road 24HR ATM

M-W 8:30-3 Th 8:30-5 Fri 8:30-6 Sat 8:30-Noon

DRIVE-UP HOURS M-W 8-5 Th 8-5

Fri 8-6 Sat 8-Noon

#### **BUSINESS OFFICES**

by appointment only

#### **LANCASTER**

• 1800 Fruitville Pike

#### **WYOMISSING**

• 1100 Berkshire Boulevard Suite 302

#### **YORK**

• 135 North George Street Suite 202

#### MORTGAGE OFFICES

by appointment only

#### **GREENCASTLE**

• 125 South Antrim Way

#### **HERSHEY**

• 1840 Fishburn Road

#### **LANCASTER**

500 Delp Road

#### **LEBANON**

• 102 Fairview Circle



#### **ACCOUNT TERMS AND CONDITIONS**

**DEFINITIONS.** Throughout this Agreement, the terms "you," "your," and "account owner" refer to the Customer whether or not there are one or more Customers named on the account, and the terms "we," "our," and "us" refer to the Bank, Orrstown Bank.

**GENERAL AGREEMENT.** You understand that the following Account Agreement ("Agreement") governs your deposit account with us, along with any other documents applicable to your account, including all account opening disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening disclosures include a schedule of fees and charges applicable to the account, the interest rate(s) and applicable Annual Percentage Yield, compounding and crediting of interest, minimum balance requirements, and other pertinent information related to the account. The information found in the account opening disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Opening documentation or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

YOUR CHOICE OF ACCOUNT. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**INDIVIDUAL ACCOUNT.** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

JOINT WITH RIGHT OF SUVIVORSHIP ACCOUNT. The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, the account shall be treated as an individual account.

MULTIPLE ACCOUNT OWNERS. If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. However, the number of signatures on the Account Opening documentation must be met. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fee regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may also freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

BUSINESS ACCOUNTS. Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit-basis; and any individual who intends to use the account for carrying on a trade or business. We reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated as having authority to act on the entity's behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon the notice.

**ADDITIONAL DOCUMENTS TO OPEN ACCOUNT.** You agree to supply us with a copy of any chartering document, Operating Agreement, or related documents requested by us.

ESCROW, TRUST, FIDUCIARY AND CUSTODIAL ACCOUNTS. When your account is set up as an escrow account, trust account, fiduciary account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintain an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

**TRANSFERS AND ASSIGNMENTS.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**POWER OF ATTORNEY.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

REGULATION D – TRANSACTION LIMITATIONS. Federal regulation restricts the number of transfers or withdrawals you can make on a savings or money market account and requires compliance with these restrictions. You understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, Certain transfers or withdrawals will count towards the transaction limitations.

TRANSFERS OR WITHDRAWALS SUBJECT TO TRANSACTION LIMITATIONS. This transaction limitation includes transfers or withdrawals made to a third

party if made by: phone, fax, computer, check, debit card, ACH, bill payments, or automatic transfers.

The transaction limitation also includes transfers or withdrawals made to another account that you have with us if made by: phone; fax; computer; debit card; ACH; bill payments; or automatic transfers, including transfers for overdraft protection purposes.

TRANSFERS OR WITHDRAWALS NOT SUBJECT TO TRANSACTION LIMITATIONS. There is no limit on the number of transfers or withdrawals between the accounts you have with us if made by: mail, messenger, ATM, in person, or to repay a loan that you have with us.

If these restrictions are violated, we may be required to close your account, take away your ability to transfer funds, or convert the account to a check or other transaction account.

RESTRICTIVE LEGENDS. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required ","must be presented within 90 days" or "not valid for more than \$1,00.0."

STALE OR POSTDATED CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

PREAUTHORIZED CHECKS OR DRAFTS. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**VERIFYING FUNDS AVAILABILITY FOR CHECK.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

CHECK SAFEKEEPING. If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

SUBSTITUTE CHECKS. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original items with a slightly reduced image of the front and back of the original item. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original item. Some or all of the items that you receive back from us may be substitute checks.

**WITHDRAWALS.** Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

**DEPOSITS.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

COLLECTION OF DEPOSITED ITEMS. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board . In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

REMOTELY CREATED CHECKS. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purposed to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such item.

UNLAWFUL INTERENET GAMBLING. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling.

STATEMENTS. We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Pennsylvania. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

PROVISIONAL PAYMENT. Credit we give you is provisional until we receive final settlement for that entity. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

INTERNATIONAL ACH TRANSACTIONS. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**NOTICE OF RECEIPT.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**CHOICE OF LAW.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

YOUR RESPONSIBILITY FOR BACK OF CHECK. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

STOP PAYMENTS. You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the item or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only, and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the item on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. A Stop Payment Order on an EFT debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a Stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). You will be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check. A release of the Stop Payment Order may be made only by the person who initiated

the stop payment request. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

A Stop Payment Order may be placed on either a one-time transfer or on a multiple debit entry transfer. If you request a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. If the Stop Payment Order is requested for an Electronic Check Conversion or other one-time transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise this Stop Payment Order shall be of no effect. Oral stop payment orders are binding on us for 14 calendar days only, and must be confirmed by you in a record or writing within that period.

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), NACHA Operating Rules, and any applicable state law.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

**DEATH OR INCOMPETENCY.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

NON-SUFFICIENT FUNDS AND OVERDRAFTS. If your account lacks sufficient funds available to pay a check, preauthorized transfer or other debit activity presented for payment, we may (1) return the item, or (2) pay the item at our discretion. If we return the item without paying it, we may charge you a non-sufficient funds fee. If we do pay the item on your behalf, you will be responsible to pay the overdrawn balance and an overdraft fee. Overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Our handling of these items may subject your account to a fee as disclosed in the fee schedule or other Disclosures.

PROCESSING ORDER. The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the item that you write. IF an item is presented without sufficient funds in your account to pay it, we may at our discretion pay the item (creating an overdraft) or return the item (NSF). The amount of the overdraft and NSF fees are disclosed elsewhere. When processing items drawn on your account, our policy will be to pay them in check number order according to the following schedule: first, ATM and Point of Sale; second, Checks presented at Orrstown Bank; third, Other Electronic Payments and fourth, Checks presented at other banks. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees. Orrstown Bank is not obligated to pay an item presented against the customer's account if the balance in the account is insufficient or uncollected. Also, Orrstown Bank may refuse to honor any item if there is a dispute about the customer's account, the account is garnished, attached, pledged or subject to a right of setoff. Orrstown Bank may pay an item even if the balance in the account is insufficient or uncollected and in such an event, charge the amount of the overdraft against any account for which the customer is entitled to withdraw funds. An overdraft balance can result in several ways and a fee may be imposed for covering overdrafts created by check, in person withdrawal, ATM withdrawal or other electronic means. All overdrafts are expected to be cleared by the following business day; however, overdraft balances must be cleared within 30 days. Accounts overdrawn 45 days will be closed and the debt reported to the credit bureau and appropriate check collection services. Whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits or you have too many overdrafts.

SIGNATURES. Your signature on the Account Opening documentation is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items,

i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**PAYMENT OF INTEREST.** Interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.

FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

WITHDRAWAL NOTICE REQUIREMENTS. For savings and money market accounts, we have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account.

SET-OFFS AND SECURITY INTEREST. If you ever owe us money as a borrower, guarantor or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off

CLAIMS. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/ are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**DORMANT ACCOUNTS.** You understand that if your account is dormant, we may charge fees specified in the Disclosures and cease any interest payments to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

ATTORNEYS' FEES AND EXPENSES. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**LEGAL PROCESS AGAINST ACCOUNT.** You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

CLOSING ACCOUNT. We may close the account at any time, with or without cause, after sending you notice as required by the law. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

**OUR WAIVER OF RIGHTS.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

YOUR WAIVER OF NOTICE. By signing the signature card/Account Opening documentation, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**NOTICE.** You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

TELEPHONE AND ELECTRONIC COMMUNICATION. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an auto dialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**AMENDMENTS AND ALTERATIONS.** You agree that the terms and conditions concerning your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the

account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

EFFECTIVE APPLICABLE LAW AND REGULATIONS. You understand that this Agreement is governed by the laws of Pennsylvania, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of the change, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

NOTICE. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### **FUNDS AVAILABILITY POLICY**

PURPOSE OF THIS DISCLOSURE. The information here describes our policy of holding deposited items in a transaction account before funds are made available to you for withdrawal. This is our Funds Availability Policy. In summary, our policy is to make your funds available on the day of deposit. Please refer to the section DETERMINING THE AVAILABILITY OF YOUR DEPOSIT for the complete policy.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to Orrstown Bank.

Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before 6:00 p.m. on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

SAME DAY AVAILABILITY. Our policy is to make funds from cash, checks, and electronic direct deposits available to you on the same day that we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the first Business Day after the day of your deposit. The first \$200.00 of your deposits, however, may be available on the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- a) if we believe a check you deposit will not be paid;
- b) if you deposit checks totaling more than \$5,000 on any one day;
- c) if you redeposit a check that has been returned unpaid;
- d) if you have overdrawn your account repeatedly in the last six months; or
- e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

SPECIAL RULES FOR NEW ACCOUNTS. If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Same Day Availability. Funds from cash\*, wire transfers, and electronic direct deposits made to your account will be available on the day we receive the deposit. In addition, the first \$5,000 of a day's total deposits of:

- U.S. Treasury checks\*\*
- U.S. Postal Service money orders\*\*
- Federal Reserve Bank or Federal Home Loan Bank checks\*\*

- · State or Local Government checks\*\*
- · Cashier's, Certified, or Teller's checks\*\*
- Traveler's Checks\*\*
- · Checks drawn on us will also be available the day of deposit.

Funds Exceeding 5,000. The excess over 5,000 of a day's total check deposits will be available by the fifth Business Day after the day of your deposit.

Other Check Deposits. Funds from all other check deposits will be available by the fifth Business Day after the day of deposit.

- \* Cash Deposits. If the cash deposits are made in person to an employee of Orrstown Bank, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second Business Day after the day of your deposit.
- \*\* Check Deposits. Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; Cashier's, Certified, or Teller's checks; and Traveler's checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:
  - **U.S. Treasury Checks.** These checks must be made payable to you and deposited into your account.

U.S. Postal Service Money Orders; Federal Reserve Bank or Federal Home Loan Bank Checks; State or Local Government Checks; Cashier's, Certified, or Teller's Checks; or Travelers checks. These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the first \$5,000 of a day's total check deposits will be made available no later than the second Business Day after the day of your deposit.

**FOREIGN CHECKS.** Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

**DEPOSITS AT AUTOMATED TELLER MACHINES.** If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 6:00 (EST) on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 6:00 (EST) or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

Funds from any deposits (cash or checks) made at ATMs that we do not own or operate will not be available until the fifth Business Day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

#### SUBSTITUTE CHECK POLICY AND DISCLOSURE

## IMPORTANT INFORMATION ABOUT YOUR ACCOUNT Substitute Checks and Your Rights

WHAT IS A SUBSTITUTE CHECK? To make check processing faster federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by phone at 1-888-677-7869 or mail at 4750 LINDLE RD, HARRISBURG PA 17111

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect):
- · An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check.
- An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 business days of the oral claim.

#### **ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

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

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

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

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

#### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

 $\ensuremath{\mathsf{ATM}}$   $\ensuremath{\mathsf{CARD}}$  SERVICES. The services available through use of your  $\ensuremath{\mathsf{ATM}}$  card are described below.

#### ATM CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

#### MASTERMONEY DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your card at any merchant that accepts MasterCard® debit cards for the purchase of goods and services.

#### ATM SERVICES

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

You may access your ATM Card or Debit Card through the following network(s): Pulse, Maestro, Cirrus, Plus, Quest, Discover, Visa.

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

POINT OF SALE TRANSACTIONS. Listed below are the cards you may use to purchase goods and services from merchants that have arranged to accept your cards as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your cards, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause

your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fee.

The following cards and the corresponding designated account(s) may be used for Point of Sale transactions:

- · MasterMoney Debit Card: checking account.
- ATM Card: checking account.

Your ATM and Debit cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

AUTHORIZATION HOLDS. An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have non-sufficient funds to pay the transaction, your account may be subject to a non-sufficient fund fee or subject to our Overdraft policy, and if applicable, any overdraft protection plan.

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

IMPORTANT ADDITIONAL FEE NOTICE. MasterCard® charges us a Currency Conversion Fee of 1% of the transaction amount for performing currency conversions and a Cross-Border Fee of 1% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "MasterCard Debit Switch" when the country of the merchant or machine is different than your country, as cardholder.

**SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING.** You may perform the following functions through use of Telephone Banking:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make payments on consumer loans, home mortgage loans, and home
  equity loans that you have with us.

#### PREAUTHORIZED TRANSFER SERVICES:

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

**SERVICES PROVIDED THROUGH USE OF ONLINE BANKING.** Orrstown Bank offers its customers use of our Online Banking service.

Orrstown Online Banking is a web-based platform providing authorized users capability to access account balance and historical information, check and electronic bill payments, one-time and recurring funds transfers, transaction export functions, account statements and check image retrieval. Each user can customize their own experience using the My NetTeller dashboard to improve the efficiency and usability of the available electronic services.

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

#### LIMITATIONS ON TRANSACTIONS

#### TRANSACTION LIMITATIONS - ATM CARD

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$500.00 through use of ATMs in any one day.

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

**POINT OF SALE LIMITATIONS.** You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

#### TRANSACTION LIMITATIONS - MASTERMONEY DEBIT CARD

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$500.00 through use of ATMs in any one day.

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

**POINT OF SALE LIMITATIONS.** You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

#### OTHER LIMITATIONS

- The terms of your account(s) may limit the number of withdrawals you may
  make each month. Restrictions disclosed at the time you opened your
  account(s), or sent to you subsequently will also apply to your electronic
  withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. Federal regulation limits the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six (6) such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

#### NOTICE OF RIGHTS AND RESPONSIBILITIES

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

#### RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

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

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

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

you can call us at 1-888-677-7869 to find out whether or not the deposit has been made.

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

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

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at an ATM or via the telephone.

#### RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at: 1-888-677-7869 or write to: 4750 LINDLE RD, HARRISBURG PA 17111

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

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted.

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

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen, call us at: 1-888-677-7869 (24/7) or write to: 4750 LINDLE RD, HARRISBURG PA 17/111

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

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

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

## CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING MASTERMONEY DEBIT CARD.

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

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your MasterCard ® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

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

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers, call us at: 1-888-677-7869 or write to: 4750 LINDLE RD, HARRISBURG PA 17111 or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Orrstown Bank no later than 60 days after we 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.

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

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

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

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

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

 If through no fault of ours, you do not have enough money in your account to make the transfer.

- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- · If we have terminated our Agreement with you.
- When your ATM Card or Debit Card bas been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.

PER TRANSACTION CHARGE. We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable schedule of fees to determine the applicable amount

**PERIODIC CHARGE.** We may charge you a fixed monthly or annual charge for the additional services available to you through your ATM Card or Debit Card or otherwise. See the applicable schedule of fees to determine the amount of the charges.

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

**SCHEDULE OF FEES.** The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Orrstown Bank upon request.

**PREAUTHORIZED TRANSACTIONS**. There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our fee schedule, which is incorporated into this document by reference.

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

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

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- 3. In order to comply with government agency or court orders; or
- 4. If you give us your permission in a record or writing.

AMENDING OR TERMINATING THE AGREEMENT. We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

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

- Have your ATM Card or Debit Card ready to use when you reach the ATM.
   Have all of your funds ready before you get to the machine. Keep some extra funds (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible.
   Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- · When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

#### ADDITIONAL PROVISIONS

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

## **FACTS**

## WHAT DOES ORRSTOWN BANK DO WITH YOUR PERSONAL INFORMATION?



#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Transaction history and credit history
- Account transactions and checking account information

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Orrstown Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Orrstown Bank share?	Can you limit this sharing?
For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposesinformation about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

## To limit our sharing

Call toll-free 1-888-677-7869

#### Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we provided or sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

### **Questions?**

Call toll-free 1-888-677-7869 or go to Orrstown.com

Who we are	
Who is providing this notice?	Orrstown Bank

What we do		
How does Orrstown Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
How does Orrstown Bank collect my personal information?	We collect your personal information, for example, when you	
	<ul> <li>Open an account or give us your contact information</li> <li>Pay us by check or provide your mortgage information</li> <li>Make a wire transfer</li> </ul>	
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only	
	<ul> <li>sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> </ul>	
	State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]	
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account - unless you tell us otherwise.	

Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  - Our affiliates include financial companies, such as Wheatland Advisors.	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  - Orrstown Bank does not share with nonaffiliates so they can market to you.	
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  - Our joint marketing partner(s) include brokerage companies, a merchant servicing company and a credit card company.	

#### Other important information

#### **Special Notice For California Residents**

We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

#### **Special Notice For Vermont Residents**

We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

#### **Special Notice For State Residents**

**For Alaska**, **Illinois**, **Maryland and North Dakota Customers**. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

**For Massachusetts, Mississippi and New Jersey Customers**. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

#### **International Privacy Statement**

#### Marketing

For European Union residents, we undertake marketing only with your expressive affirmative consent and in compliance with applicable data privacy laws. EU residents will not be added to the marketing lists unless they have already provided express affirmative consent consistent with applicable data protection laws. In general, we do not seek to offer goods and services in the EU, and we do not market to individuals in the EU unless they have expressly requests information about our financial products or services.

#### EU Data Right to be Forgotten

Individuals in Europe may have certain data subject rights which may be subject to limitations and/or restrictions. These rights may include the right to: (i) request access to and rectification or erasure of their personal data; (ii) obtain restriction of processing or to object to processing of their personal data; and (iii) the right to data portability. If you wish to exercise one of the above mentioned rights, please send us your request via our Customer Service Center at 1-888-677-7869. Individuals in Europe may also have the right to lodge a complaint about the processing of their personal data with their local data protection authority.

#### **Access**

In addition to the rights above, Orrstown is committed to providing all individuals with access to their personal data. If you believe that Orrstown may be processing data about you and wish to have access to that information, we can provide you with that data or at least an explanation of why we cannot do so in the particular context, such as if responding to the request would be unreasonably expensive.

#### **Other Privacy Statement**

Additional information concerning our privacy policies can be found at Orrstown.com or call 1-888-677-7869.

#### **CONTACT INFORMATION**

**Customer Service** . . . . . . . 1-888-677-7869

Monday-Friday: 7:30-7 Saturday: 8-noon

Main Mailing Address ..... Orrstown Bank

77 East King Street Shippensburg, PA 17257

Website . . . . . Orrstown.com

Online Banking available 24 hours a day

**Telephone Banking**...... 1-800-588-3092

Available 24 hours a day

Social Media.....

For nearly a century, Orrstown Bank has proudly served its neighbors, and is pleased to support the Mercersburg family and community.

Your Town. Our Town.





