Peoples Online Banking Service Agreement

In order to use Online banking, you must agree to the terms and conditions outlined below. Please read the Peoples Online Banking Agreement below.

Peoples Online Banking Agreement (the Agreement), is a contract establishing the rules which govern your electronic access to your accounts at Peoples Bank (Peoples Bank or the Bank) through Peoples Online Banking. By using Peoples Online Banking, you accept the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of Peoples Bank's Deposit Agreement, Fee Schedule, Bill Pay (FIS Agreement) and Regulation E

Disclosure are hereby incorporated by reference into this Agreement. If there is a conflict between or inconsistency in the terms and conditions of this Agreement and the terms and conditions of any other agreement, this Agreement will control with respect to its subject matter.

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Obligations of the parties pursuant to this Agreement shall continue beyond the termination, cancellation or expiration of this Agreement.

This Agreement shall be governed in accordance with the laws of the State of Ohio and Federal Regulations. You agree to the exclusive jurisdiction and venue of the United States District Court for the Southern District of Ohio, or if such action or proceeding may not be brought in federal court, the exclusive jurisdiction and venue of the Courts of Ohio located in Washington County, Ohio.

Definitions - As used in this Agreement, the words "we", "our", "us", Peoples Bank and the Bank means Peoples Bank. "You" and "your" refer to the accountholder and anyone authorized by the accountholder to exercise control over the accountholder's accounts through Peoples Online Banking. "Account" or "accounts" means your accounts at Peoples Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your accounts, including bill payments. "Peoples Online Banking Services" means the services provided pursuant to this Agreement, with the exception of Bill Payment Service. "Business days" means Monday through Friday, holidays not included. "Bank Accounts" means Peoples Bank's products and services.

Access - To use Peoples Online Banking, you must have at least one account at Peoples Bank, access to the Internet and an e-mail address. You must have compatible equipment and software. Peoples Online Banking can be used to access all Bank Accounts of which you are an owner. By using Peoples Online Banking, you agree that it will be conclusively presumed that any access to the Accounts using Peoples Online Banking was done with your actual authority whether access is by you or any individual who has been furnished your access code. In the event the individual furnished your Access Code is a minor under the age of eighteen (18) years, then you do hereby

consent to this Service Agreement with said minor and agree to be bound by and legally responsible for the terms and conditions herein and for any transactions of the accounts involving said minor.

Services - You can use Peoples Online Banking to check your account balances, view account histories, transfer funds, order checks, make stop payment requests, view check images, change your address, and pay bills in the amounts and on the dates you request. Services may be modified, decreased or increased without notice. Additional agreements, including but not limited to a Funds Transfer Agreement, may be required to add Wire Transfer and/or ACH services.

Hours of Access - You can use Peoples Online Banking seven days a week, twenty-four hours a day. However, occasionally, services may not be available due to an emergency or scheduled maintenance. We agree to post notice of any extended periods of non-availability on the Peoples Online Banking website.

Your Password - For security purposes, you are required to change your password upon your initial login to Peoples Online Banking. For security purposes, we recommend that you create a password that utilizes both upper and lower case alpha, numeric and special characters. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, etc. and should be memorized rather than

written down; your password is not communicated to us. You accept responsibility for the confidentiality and security of your password. As an additional security feature, your access to Peoples Online Banking will be revoked upon three unsuccessful attempts to use your password. To re-establish your authorization you must contact us to have your password reset or to obtain a new temporary password. You agree that we are authorized to act on instructions received under your password. Notice of any unauthorized use or any suspected unauthorized use shall be given by you to the Bank as soon as possible by sending an email to online@peoplesbancorp.com or by telephone at (800) 374-6123.

Security - You agree to protect the confidentiality of your account, account number, and your personal identification information, such as your driver's license number and Social Security Number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Peoples Online Banking is encrypted in an effort to provide transmission security. Peoples Bank utilizes identification technology to verify that the sender and receiver of Peoples Online Banking transmissions can be identified appropriately by each other. Notwithstanding our efforts to insure that the Peoples Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others.

Linking Multiple Accounts – Business and Consumer – You may use Peoples Online Banking to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same tax identification number which may be added to your business banking relationship with the agreement of each such business. You may be permitted to

link consumer accounts to your Online Service profile provided: (i) the authorized signer on the business account is also an authorized signer on the consumer accounts to be linked and (ii) the consumer account information provided during linkage is accurate and can be validated.

You are responsible for all transfers and payments that are authorized using your password. If you permit other persons to use the Peoples Online Banking or your password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH PEOPLES ONLINE BANKING IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH PEOPLES ONLINE BANKING, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We are not liable to you for any errors or losses you sustain in using Peoples Online Banking except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for payments and transfers. Our liability in any case shall be limited to the amount of any money improperly transferred, which, even with the exercise of ordinary care, would have been lost.

With the exception of any consumer protections subject to Regulation E, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

Fees and Charges - You agree to the fees and charges for your use of Peoples Online Banking Services as set forth in the current Fee Schedule. You agree that all such fees and charges will be deducted from the bank account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. Peoples Bank reserves the right to collect service fees from any of your bank accounts should funds not be available in designated Primary Checking Account or should the Primary Checking Account be closed and no other account has been designated. You agree to pay any additional charges for services you request, which are not covered by this Agreement. You are responsible for telephone and Internet service fees you incur in connection with your use of Peoples Online Banking. You further agree to pay all taxes and governmental assessments now or hereafter applicable to this Agreement, including, but not limited to, sales, use and excise taxes.

Posting of Transfers - Transfers initiated through Peoples Online Banking before 11:00 p.m. (Eastern Standard Time) on a business day are posted to your account the same day. Transfers completed after 11:00 p.m. (Eastern Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Peoples Online Banking identifies transfers based upon the login ID of the user who made the electronic transfer.

Overdrafts - If your account has insufficient collected funds to perform an electronic fund transfer you have requested for a given business day, Peoples Bank may, at our discretion, cancel the transaction or pay and overdraw your account. Overdraft charges may be assessed pursuant to the terms of the Deposit Agreement and Fee Schedule. To secure any advance, or overdraft, you hereby grant Peoples Bank an immediate and continuing security interest in all assets held by the Bank. You further agree that the Bank may take all necessary actions to collect this debt, including but not limited to: (i) right of setoff, (ii) realization of available collateral, (iii) draw against existing credit lines, and (v) any actions to enforce creditors rights.

Transaction Limits - The number of transfers and the amounts which may be transferred are limited pursuant to the terms of the deposit agreement and disclosure for those accounts, which are incorporated into this Agreement. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. In addition to the specific account limitations, for security reasons, we may implement limits and/or restrictions on the number or amount of transactions.

Stop Payments - You can request a stop payment on written checks by either submitting the request through Peoples Online Banking, by contacting Peoples Bank by telephone or stopping into one of our offices. Stop Payment requests must precisely identify the name of the payee, the check number, the amount, and the date of the check; failure to provide specific check information may result in an invalid request and therefore the check will post to your bank account. Stop payment requests received before 3:00 p.m. (Eastern Standard Time) are processed on the business day received. Requests received after 3:00 p.m. are processed on the following business day. If you make your stop-payment request online or by telephone, you may also be required to submit, in addition to the initial request, if such request was made either by telephone or online, a written request within 14 days of your call or online request. Please refer to your account Deposit Agreement for applicable stop payment fees.

Privacy Notice - Peoples Bank will not sell, transfer or otherwise disclose any confidential information about you to any third party. We will, to the extent not otherwise prohibited by law, disclose information to third parties about your accounts with us as follows: (1) to consumer reporting agencies and other reputable transaction information reporting services; (2) to help complete a transaction you initiate, including information requested to verify the existence or condition of an

account; (3) at your request, which may be oral, in writing, by telephone, electronic or other means we recognize; (4) when disclosure is required by law, such as pursuant to court order, subpoena, legal process or government agency examination or investigation, or to protect or enforce our rights; (5) in response to a request from any bank or other company that is affiliated with us unless you in writing request otherwise; and (6) to companies that perform service for us in connection with your accounts, such as data processing and software companies and collection agencies. Please refer to Peoples Bank Privacy Policy for additional information.

Change in Terms - We may change any term of this Agreement or amend this Agreement at any time. If the change would result in increased fees for any Peoples Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the

effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer. We will post any required notice of the change in terms on the Bank's website (https://www.peoplesbancorp.com). If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of Peoples Online Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

In Case of Errors or Questions about Your Electronic Transfers - You agree to promptly examine your statement for each of your bank accounts as soon as you receive it. If you feel there is an error on your statement, or if you need additional information about a transfer listed on your statement, you must contact the Bank within 60 days of the statement date. If you do not tell us within 60 days of the statement date, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. To dispute a transaction on your bank account you must provide the following information when contacting the bank: (1) your name and account number; (2) a description of the error or transfer you are unsure about, with an explanation which describes why you believe it is an error, or why you need more information; and (3) the dollar amount of the suspected error. We may require a dispute form be completed and returned to the bank, by mail or fax, within 10 business days of notifying the bank of the dispute. Peoples Bank will conduct an investigation into the nature of the disputed transaction. The results of the investigation will be communicated to you within 10 business days. If additional time is needed to complete the investigation (up to 45 days), we may provisionally credit your account, within 10 business days, for the amount you think is in error. If it is determined no error was made on your bank account you authorize the Bank to debit the amount of the provisional credit from your account. A written explanation of the investigation and its results will be provided to you within 3 business days of the date the investigation is completed.

Liability; Limitations on Liability; Indemnity - (a) Except as otherwise required by law, you agree to defend, indemnify and hold Bank, its officers, directors, employees, affiliates and agents harmless against and from all liability, losses, costs, expenses (including without limitation, court costs, litigation expenses, reasonable attorneys fee, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability), claims, demand, suits and judgments (collectively "Claims") to the extent the Claims arise out of, relate to or are caused by (i) any act or failure to act by you, your officers, directors, employees, agents and affiliates relating to this Agreement, (ii) your negligence and/or wrongful acts or negligent and/or wrongful acts of your officers, directors, employees, agents and affiliates, and (iii) your breach of any representation and warranty or any other material provision of the Agreement. (b) Except as otherwise required by law, Bank shall defend, indemnify and hold you and your heirs and assigns harmless against and from all Claims by you or any third parties to the extent the Claims arise out of, relate to or are caused by (i) grossly negligent or illegal act(s) or failures to act of the Bank, its officers, directors, employees, agents and affiliates, and (ii) the breach of any representation or warranty or any other material provision of this Agreement by Bank. (c) You agree to hold Bank, its officers, directors, employees, agents and affiliates harmless from all Claims by you or any third

parties to the extent the Claims arise out of, relate to or are caused by (i) the performance or nonperformance of the Services by Bank or any other actions or failures to act on the part of the Bank pursuant to the Agreement (unless the Bank acted or failed to act in a manner which was illegal or grossly negligent and such illegal act(s) or gross negligence was the direct cause of the Claim and (ii) without limiting the general application of any clause of this Section, any failure to act or any delay in acting on the part of the Bank if such failure to act or delay is caused by legal constraint, war, acts of God, emergency conditions or other circumstances beyond control of the Bank. (d) Without limiting the general application of paragraphs (a), (b), and (c) of this Section and except as otherwise required by applicable law, you agree that neither the Bank nor any other party in contract with the Bank which provides Equipment, Programs or any Program documentation used in connection with the service being provided under this Agreement, nor any agent, independent contractor or subcontractor of any of the foregoing ("Service Providers"), will be liable for any Claims resulting in any way out of the installation, use or maintenance of that Equipment, the Program and any Program documentation, including without limitation any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communications with the Bank, even if Bank and/or Service Providers are aware of the possibility of such events and whether any Claim is based on theories of contract, tort, or otherwise.

Liability for Failure to Make a Transfer - 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 when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. The Bank will not be liable for failure to make transfers if: (1) if funds are not available in your bank account; (2) a legal order directs us to prohibit withdrawals from the account; (3) your account is closed, or if it has been frozen; (4) if the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts; (5) if you, or anyone authorized by you, commits any fraud or violates any law or regulation; (6) if Peoples Online Banking was not properly used; and (7) for circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) which prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers - CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you are liable for no more than $50.00; however failure to notify us within 2 business days could result in liability for as much as $500. Exceptions, at our discretion, apply under extenuating circumstances (hospital stay, death in family, etc.)

You may contact us by phone at 1-800-374-6123, or notify us in writing at Peoples Bank, 138 Putnam St., Marietta, OH 45750.

Disclaimer of Warranty and Limitation of Liability - Peoples Bank makes no warranties, express or implied, of any kind including, but not limited to, warranties of quality, accuracy, merchantability

or fitness for a particular purpose with respect to Peoples Online Banking and we do not make any warranties that Peoples Online Banking will meet any specific requirements you may have, or be fit for any particular purpose. Should you assert any claim for or arising from any defect or breach in connection with the program, whether for incidental, consequential, direct or indirect damages, or in tort, your sole remedy, and our sole obligation, in respect thereof will be repair or replacement of the defect, if then reasonably available to us, or cancellation of this Agreement in accordance with its terms.

Your Right to Terminate - You may cancel your Peoples Online Banking service at any time by providing us with written notice by postal mail or fax. Your Peoples Online Banking will be terminated within three (3) business days of our receipt of your cancellation notice. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate - You agree that we can terminate or limit your access to Services, with or without notice, at our sole discretion, including but not limited to, failure to maintain an open bank account designated as Primary Checking Account, insufficient funds and misuse of Services. In the event your login credentials have been found to be inactive for a period of six months or more, the Bank may at its discretion provide to you a notification email that your login id will be terminated after an appropriate waiting period. In the event that your banking accounts are closed, your online banking access will be terminated without notice from the Bank. If the Bank suspects fraudulent or suspicious activity, your online banking access and related services may be inactivated or terminated without notice. In the event of a customers death, online banking access will be terminated without notice.

Communications between You and the Bank - You can contact the Bank by e-mail at Online@peoplesbancorp.com. By telephone at 1-800-374-6123, by faxing us at 740-374-2020, or write to us at:

Peoples Bank

P O Box 738

Marietta, OH 45750-0738

Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Banks web site, Peoples Online Banking or by email. You agree to notify us immediately of any change in your e-mail address.

External Transfer Service Terms and Conditions

1. External Transfer Service. By using the External Transfer Service or permitting any other person to use the External Transfer Service, you accept all of the following terms and conditions. The External Transfer Service will enable you to make Outbound Transfers, defined as transfers moving funds from your Account at the Bank (Internal Account) to certain deposit or investment accounts owned by you at other financial institutions (External Account). The External Transfer Service will also enable you to make Inbound Transfers, defined as transfers moving funds into an Internal Account from an External Account.

2. Timing and Availability. You may use the External Transfer Service at any time using a PC, although the service may not be available occasionally due to emergency or scheduled maintenance. The Bank shall attempt to post notice of any extended periods of non-availability through the Banks website. Payments made using the External Transfer Service will usually be available to the recipient in no less than two business days from the date of their acceptance. Payments initiated on a day that is not a business day, or after normal business hours on a business day, will usually begin processing on the following business day

3. Accounts. The external transfer service is accessible using a deposit account, such as a checking or savings account. Any new account will be subject to a 7 day hold placed on any outbound or inbound funds. An account is considered a new account if it has been opened less than 30 calendar days. The following deposit accounts are not eligible for use with the external transfer service:

Liberty 10 Accounts

HSA Accounts

Christmas Club Accounts

Employee Stock Accounts

4. Sufficient Funds. In using the Service, you are requesting us to make transfers for you from your Internal/External Account. If we are unable to complete the transfer for any reason associated with your Internal/External Account (for example, there are insufficient funds in your Internal/External Account to cover the transaction), the transfer may not be completed. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon, as set forth in your Deposit Agreement. If we do elect to initiate the transfer, you agree to pay all related fees as disclosed in your Deposit Agreement.

5. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

6. Other Institutions. We are not responsible for any failure of another financial institution to act in a timely manner in conjunction with the External Transfer Service. We cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner

7. Review and Termination. All use of this External Transfer Service is subject to internal review by the Bank. In the event we, in our sole discretion, determine that there are heightened risks associated with your use of the External Transfer Service, we may delay or cancel any pending transfers, with or without notice. We may determine that there are heightened risks on any basis that we deem reasonable, including but not limited to the following circumstances: 1) Any of your Internal Accounts are not current or are not in good standing; 2) You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Internal Account during the current or six prior calendar months; or 3) You have had prior transfer(s) canceled or revoked due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any other reason.

8. Limits. The use of the External Transfer Service will be subject to daily and monthly cumulative dollar limits. We will notify you of these limits upon reasonable request. We may change your dollar limits at any time at our sole discretion.

9. Service Fees and Additional Charges. Applicable fees will be disclosed in the user interface for the Service. You further acknowledge and agree that any applicable fees will be charged regardless of whether the transfer instruction is completed, unless the failure to complete the instruction is solely due to our fault. Use-based fees for the Service will be charged against the Eligible Transaction Account. Any financial fees associated with your standard deposit accounts will continue to apply. The current fee schedule for personal accounts is available upon request at any location. You are responsible for any and all access fees and/or Internet service fees that may be assessed by your Internet service provider. Your use of the External Transfer Service may be subject to the following fees (Fees): $0.00 per transfer.

10. Refused Transfers. We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

11. Returned Transfers. In using the Service, you understand transfers may be returned for various reasons such as, but not limited to; the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

12. Errors. You agree to promptly notify the Bank of any suspected errors regarding the use of the External Transfer Service.

13. Limitation of Liability. The Bank will not be liable for any delay, difficulty in use, inaccuracy of information, computer viruses, malicious code or other defect in the External Transfer Service, or for the incompatibility between the External Transfer Service and your software/hardware. The Bank will not be liable for any losses arising out of any use or non-use of the External Transfer Service or any portion thereof, or circumstances beyond its control, including, but not limited to direct,

indirect, punitive and consequential damages, regardless of whether the Bank was made aware of the likelihood of such damages occurring.

14. Use. You will not use the External Transfer Service for any illegal, fraudulent, unauthorized or improper manner or purpose, nor in any way that would infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. You will use the External Transfer Service in compliance with all local, state and federal rules, laws and regulations, including but not limited to: a) Reg. CC; b) Expedited Funds Availability Act; c) Bank Secrecy Act; d) rules of the National Automated Clearing House Association (NACHA); and e) the laws administered by the Office of Foreign Assets Control.

15. Indemnity. You agree to indemnify and hold the Bank, its affiliates, directors, officers, employees, agents and licensors harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys fees and cost of litigation) to which the Bank may be subjected or which the Bank may incur in connection with any claims that might arise from or out of your use of the External Transfer Service.

16. Waiver. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

SERVICE DEFINITIONS

"Service" means the Bill Payment Service offered by Peoples Bank, through FIS Services Corporation.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

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

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to $50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;

3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,

4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstance

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

PAYMENT CANCELLATION REQUESTS

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

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

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

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is

accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s)- You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

EXCLUSIONS OF WARRANTIES

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

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 1-800-374-6123 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than $50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as $500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60)

days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 1-800-374-6123 during customer service hours;

2. Contact us by using the application's e-messaging feature; and/or,

3. Write us at:

Peoples Bank

138 Putnam Street

Marietta, OH 45750

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;

2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;

2. Where it is necessary for activating additional services;

3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;

4. To a consumer reporting agency for research purposes only;

5. In order to comply with a governmental agency or court orders; or,

6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;

4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,

5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s).

Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 1-800-374-6123 during customer service hours; and/or

2. Write us at:

Peoples Bank

138 Putnam Street

Marietta, OH 45750

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

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and

return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of laws provisions.

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