

CUSTOMERS BANK

ONLINE & MOBILE BANKING ACCESS AGREEMENT

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This Online & Mobile Banking Access Agreement ("Agreement") is a contract that governs your ability to receive certain online and mobile banking services provided by Customers Bank ("Online Banking" and/or "Mobile Banking"). By using Online or Mobile Banking, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

To obtain access to our Online or Mobile Banking services, you must first indicate your affirmative consent to all the terms of this Agreement. You may indicate your consent electronically by following the on-screen instructions for accepting this Agreement. We recommend that you download or print this Agreement and keep a copy for your future reference.

1) SCOPE OF AGREEMENT

This Agreement governs your use of Online and Mobile Banking. The terms and conditions in this Agreement are in addition to, and do not cancel or supersede, any other Bank Account Agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans or other business relationships with the Bank (collectively, the "Account Disclosures"). Except as provided in this Agreement, all of the terms, conditions, agreements, disclosures, and fees set forth in the Account Disclosures, as the Bank provides and amends them from time to time, shall remain in full force and effect. Additionally, your access to and use of Online and Mobile Banking will be subject to all of the terms or instructions that may appear on a screen when you activate, access or use Online or Mobile Banking, the rules and regulations of any funds transfer system used in connection with Online or Mobile Banking services, and applicable state and federal laws and regulations, all as amended from time to time.

This Agreement, as it may be amended from time to time, is available on our website where you sign into Online Banking, at <http://customersbank.com>. Each time you access your accounts through Online or Mobile Banking, you acknowledge receiving a copy of this Agreement in a form you can keep, you acknowledge your receipt and understanding of these disclosures, terms and conditions and you agree to be legally bound by this Agreement. You also agree as follows: (a) you have read all of the terms, conditions and disclosures in this Agreement; (b) you agree to receive periodic statements and/or or transaction information, and other communications, disclosures and records relating to our products and services, by electronic means; and (c) you are able to access e-mails and website information and you have an Internet service provider or Mobile/Cellular Phone service provider, as applicable to Online or Mobile Banking.

2) DEFINITIONS

As used in this Agreement, the following terms have the meanings given below:

"Bank Account Agreement" means the terms and conditions governing your consumer or business deposit account(s) at the Bank, as applicable, as amended from time to time.

"Business Day" means Monday through Friday, but excludes Saturdays, Sundays, Federal holidays and days on which the Bank is closed.

"CB Access" means the name for the Customers Bank Mobile Banking application.

"Consumer Account" means a deposit account or a loan account owned by one or more individuals and used for personal, family or household purposes.

"Mobile Device" means a device specifically designed to be compatible with the CB Access application, which currently includes the iPhone®, iPad® and Android™ devices.

"Non-Consumer Account" means a deposit account or a loan account that is not a Consumer Account, including business and other non-personal accounts.

"We," "us," "our," and "Bank" mean Customers Bank.

"You" and "your" mean the account holder authorized by the Bank to use Online or Mobile Banking and anyone else who uses Online or Mobile Banking with the permission of the account holder.

Other terms defined in this Agreement shall have the meanings assigned to them by the applicable provisions of this Agreement.

3) TERMS AND CONDITIONS OF ONLINE BANKING

A. Requirements

To access your accounts through Online Banking, you must have an active, eligible Customers Bank account, and you must enter your user identification and online password for Online Banking. You may contact us to find out which accounts are eligible. We will assign you a user identification and password after we have received your acceptance of this Agreement. We will e-mail your sign-on identification and password to you at the e-mail address you have specified, unless you notify us to send them by regular U.S. postal service mail. You will be required to change your password once you begin using Online Banking. For more information about your password, see the Section of this Agreement entitled, "Your Online Password." To use Online Banking, a business must provide us with a valid Taxpayer Identification Number.

Before you access Online Banking you must have the following equipment and software installed on your computer:

1. Current secure browser, such as IE 8 (Internet Explorer), Netscape Navigator, or the latest version of Firefox, Chrome, Safari, or other browser program that supports Secure Sockets Layer Protocol
2. Patched operating systems
3. Current and up-to-date anti-virus program

4. An activated operating system software firewall

In addition to the requirements listed above, if you are using a wireless home network to connect to Online Banking, for your protection and security you must also have:

1. A wireless router that does not broadcast the home network's SSID. (SSID stands for service set identifier and is the public name for a wireless network)
2. WPA (Wi-Fi Protected Access), which is the encryption for the wireless network and secures your home network.
3. Strong password authentication for the network.

You must also comply with any other security procedures that we may establish from time to time. These additional security procedures may require special hardware, software or third-party services. If you do not comply with all of these required security procedures, you will use Online Banking entirely at your own risk.

You acknowledge that if you download software to your cell phone that enables mobile banking, Customers Bank does not sanction the use of any third-party software for Online Banking that does not have our prior approval. You further acknowledge that third-parties may offer such applications to cell phone users without our knowledge or approval. If you download such third- party software you do so entirely at your own risk.

We reserve the right to change these requirements at any time, and from time to time, with appropriate notice to you.

B. Online Banking Services - General

Online Banking provides several electronic banking services that allow you to manage your personal or business accounts from your home or office on your computer. These Online Banking services include, but are not limited to: (1) viewing account balances and reviewing transaction history, including accessing e-Statements, for accounts registered with the applicable service; (2) transferring funds between accounts, including preauthorized transfers (to the extent provided in the applicable account Bank Account Agreement and Account Disclosures); (3) paying your bills online; and (4) communicating directly with us through e-mail.

Each service that we provide through Online Banking, now or in the future, may be subject to its own separate agreement, and you agree to be bound by any and all terms, conditions and rules that we communicate to you about each such service.

C. Electronic Mail (e-mail) Service for Online Banking

Electronic mail (e-mail) through Online Banking is a service that we provide for you to communicate with the Bank, for example, to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to Online Banking. To ensure the security of your account information, we recommend that you only use

the e-mail service provided through Online Banking to ask specific questions about your account(s). You acknowledge that e-mail communications through a third-party e-mail system may not be secure, and you make any such communications to us entirely at your own risk.

You cannot use e-mail to initiate transactions on your account(s). For any online banking transactions, you may only use the appropriate functions or services that we provide through Online Banking.

D. Authorized Representatives of a Business (Non-Consumer Accounts) – Online Banking

If you are a business, any authorized representative of your business is authorized to: (1) enter into this Agreement, as amended from time to time; (2) access your account(s) in any manner and for any purpose available (whether available now or in the future) through Online Banking; and (3) use any Online Banking service in any manner and for any purpose available (whether available now or in the future) through such service.

E. Resolution of Questions and Errors about Electronic Funds Transfers; Liability for Unauthorized Use (Non-Consumer Accounts) – Online Banking

The error resolution and liability provisions of Regulation E do not apply to Non-Consumer Accounts. Therefore, Non-Consumer Account holders must notify us immediately if they discover or suspect any unauthorized transactions or errors. You must promptly examine your account statement upon receipt. If you find that your records and ours disagree, you must notify us immediately. You must also notify us immediately if you believe another person has improperly obtained your online password or has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call Customers Bank Customer Service at (866) 476-2265, email us at contactus@customersbank.com or write to Customers Bank Customer Service, 99 Bridge Street, Phoenixville, PA 19460.

Your failure to notify us of an unauthorized transaction on a Non-Consumer Account within 30 days from the date we send or make your account statement available to you on which the unauthorized transaction first appears will conclusively mean that the transaction is authorized.

We will investigate your claim or question and respond to it in a commercially reasonable period of time. If you telephone us, we may request that you give us the information in writing. Non-Consumer Account holders assume sole responsibility for any unauthorized use, including without limitation, unauthorized use of their user ID and/or password. Non-Consumer Account holders shall be liable for, and shall immediately indemnify, defend and hold us and our service providers and agents harmless from and against all claims, actions, proceedings, loss, cost, damage, and expense (including reasonable attorneys' fees) arising from or relating to any unauthorized transaction(s).

You agree that the password and other security procedures for electronic funds transfers

described in this Agreement are commercially reasonable. If any instructions initiated by you through Online Banking and accepted by us in compliance with these security procedures contain any error, to the full extent allowed by law you shall be liable for, and shall immediately indemnify, defend and hold us and our service providers and agents harmless from and against all claims, actions, proceedings, loss, cost, damage, and expense (including reasonable attorneys' fees) arising from or relating to the erroneous instructions. The Bank's records demonstrating compliance with these security procedures will be deemed conclusive proof that the payment or transfer request that we received was authorized and that you are bound by those instructions.

With respect to payment requests from Non-Consumer Accounts that are subject to Article 4A of the Uniform Commercial Code, as adopted and amended in Pennsylvania ("UCC 4A"), we are liable only for damages required to be paid under UCC 4A. In no event, except as may be required by law, shall we or our service providers or agents be liable for any special, indirect or consequential loss, damage, costs or expenses of any nature (including reasonable attorneys' fees), and including, without limitation, lost profits, even if we have been informed of the possibility of such damages.

The limitations on liability of the Bank and our service providers and agents as provided in this Agreement are in addition to, and shall not diminish, any limitations on this liability contained in your applicable Bank Account Agreement or any other agreement between you and the Bank.

4) TERMS AND CONDITIONS OF MOBILE BANKING

A. Mobile Banking Services - General

Mobile Banking provides several mobile electronic banking services that allow you to manage your personal accounts from anywhere, anytime, with a compatible and supported Mobile Device. These Mobile Banking services include, but are not limited to: (1) viewing account balances and reviewing transaction history, including accessing e-Statements, for accounts registered with the applicable service; (2) transferring funds between accounts, including preauthorized transfers (to the extent provided in the applicable account Bank Account Agreement and Account Disclosures); (3) paying your bills online; (4) remotely depositing checks to your accounts; and (5) communicating directly with us through e-mail.

You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, and that there may be browser or other technical limitations specific to an individual mobile device that will limit or prevent access to Mobile Banking. You also accept responsibility for making sure that you know how to properly use the Mobile Device and we will not be liable to you for any losses caused by your failure to properly use Mobile Banking or the Mobile Device.

We make no representations that Mobile Banking will be available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk and may not be secure.

B. Responsibilities and Security of the Mobile Device

You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking and that the Mobile Device will be password protected or have similar security in use.

You have the sole responsibility for maintaining the safety, security and integrity of the Mobile Device by which access Mobile Banking. You agree not to leave the Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. You shall bear the entire risk for any use thereof, whether or not you have authorized such use and whether or not you are negligent. If you permit other persons to use the Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they undertake and we will not be liable for any damages resulting to you. You agree to not use Mobile Banking or the content or information delivered through Mobile Banking in any way that would be considered illegal. For suggestions on how you may secure your device, please visit our website.

You (on behalf of yourself, your estate, your heirs and all person who may claim through you) or, if an entity, its predecessors, successors and affiliates and its or their trustees, directors, officers, employees, agents and representatives and all persons who may claim through it) hereby agree to indemnify, defend and hold the Bank, its affiliates, and its and their trustees, directors, officers and employees harmless from all costs and liabilities (including reasonable attorneys fees and costs) we may suffer or incur as a result of your enrollment into Mobile Banking or registration of the Mobile Device, arising from any claim to funds transferred out of your Account or paid under authority of the Mobile Device including but not limited to liability for items presented or electronic transfers against such funds, claims of government agencies for the return of funds, liability to other third parties claiming rights to the funds, or any claim made against the Bank arising from any products and services provided by us to any person under authority of the Mobile Device.

5) TERMS AND CONDITIONS – GENERAL PROVISIONS

A. Relationship to Other Agreements and Fees

You agree that you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider or Internet services provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Online or Mobile Banking and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any

problems with your provider directly without involving us.

B. New or Discontinued Services

We may, from time to time, provide new or additional Online or Mobile Banking services, and all such services shall be subject to the terms of this Agreement. By using such services when they become available, you agree to be bound by any and all terms, conditions and rules we communicate to you concerning such services. In the event of any modifications to the existing or new services, you are responsible for making sure you understand how to use Online or Mobile Banking as modified. Furthermore, we reserve the right to change or discontinue Online or Mobile Banking at any time.

C. Consent to Electronic Communications and Disclosures; FAQs

By accepting the terms of this Agreement, you also consent that we may, at our option, provide or make communications and disclosures available to you in electronic form. You agree that when you use Online or Mobile Banking, we may provide account and transaction information and certain other disclosures to you electronically. Providing such disclosures to you "electronically" means transmitting them by e-mail or posting them for you online on your Mobile Device to read, download, and/or print from our Customers Bank website, located at: http://customersbank.com/account_disclosures.php. You have the right to withdraw your consent. Your consent is effective until you withdraw it.

The following FAQs (frequently asked questions) provide further information, terms and conditions about electronic communications and disclosures:

(1) In what form can you receive disclosures relating to our banking services?

You may receive disclosures about Online or Mobile Banking, your account(s) and our other banking services electronically when you sign up for our Online or Mobile Banking service by accepting this Agreement. You are also entitled to receive each of these disclosures on paper or in other non- electronic form if you so request.

(2) If you consent to accept disclosures electronically, what banking services are covered?

If you consent to accept disclosures electronically, we may use electronic means to provide you any or all disclosures relating to any banking products or services you obtain from us now or in the future. Your consent will not be limited to the Online or Mobile Banking service or any deposit accounts or other Bank products or services you use when you give us your consent. We are not obligated to give you all disclosures and records in electronic form. From time to time, we may provide certain disclosures or records to you on paper or in another non-electronic form, but even if we do, we may later provide them electronically.

(3) If you consent to accept disclosures electronically, can you withdraw your consent?

If you consent to accept disclosures in electronic form, you have the right to withdraw your consent at any time. If you do so, your change will apply to Online and Mobile Banking and

all of our other banking products and services unless you request otherwise and we permit you to receive some disclosures electronically and other disclosures on paper or in other non-electronic form. However, because the Online and Mobile Banking services operate electronically, you acknowledge that it may not be possible for us to provide certain Online or Mobile Banking services to you if you withdraw your consent for electronic disclosures.

(4) How can you withdraw your consent for electronic disclosures and receive the disclosures on paper?

You may withdraw your consent by contacting the Bank by calling us at (866) 476-2265, or writing to us at Customers Bank, Attn: Online and Mobile Banking Department, 99 Bridge Street, Phoenixville, PA 19460, or e-mailing us at contactus@customersbank.com and requesting that future disclosures be provided to you on paper. Your withdrawal of consent will become effective within one month after we receive your request. If your Online or Mobile Banking services must be changed or terminated when your withdrawal of consent becomes effective, we will advise you before the service is changed or terminated.

(5) If you withdraw your consent, how will it affect your transactions with the Bank?

Your withdrawal of consent for electronic disclosures will not affect the legal effectiveness, validity, or enforceability of electronic records provided or made available to you before your withdrawal of consent becomes effective. It will only apply to disclosures and transactions that occur after your withdrawal of consent becomes effective.

We will not terminate any account, relationship or banking service if you withdraw your consent for electronic disclosures or because you request to receive disclosures on paper. However, if you withdraw your consent you will no longer be able to open an account online. We may charge you a fee for receiving future disclosures on paper.

(6) May you request paper copies of disclosures we previously gave you electronically?

You may request paper copies of disclosures we previously gave to you electronically. We may charge you a fee for researching, copying and sending you any such records. These fees may change from time to time. You may request our current fees when you ask for the paper copies.

(7) What are the hardware and software requirements for access to and retention of electronic disclosures?

You must have a personal computer or other electronic communications device that is capable of accessing our Online Banking website and receiving e-mails. This requires a system that includes a secure Internet browser and e-mail software. In addition, a telephone or other modem or other device for connecting to an Internet service provider is required. You must also have an agreement with an Internet service provider to handle Internet communications for you. The hardware and software requirements are more fully set forth in the Section 3A of this Agreement entitled "Requirements."

In order to retain a permanent copy of any disclosures or other records we give you electronically, your computer or other access device will need enough data storage capacity to keep the electronic file without interfering with your use of the device. In addition, if you want to print a paper copy, you will need a printer or access to a printer that is compatible with your computer or other access device.

D. Your Online or Mobile Password

When we have received your acceptance of this Agreement, you will be given an online password or prompted to create a mobile password for Online or Mobile Banking. You may change your password by following the applicable online or mobile instructions. For security purposes, we recommend that you memorize your password and do not write it down. You are solely responsible for keeping your password, account numbers and other account data confidential. We recommend that you change your password regularly in order to reduce the risks of unauthorized access by others who might discover your password.

If you believe that your password may have been lost or stolen, you must notify Customers Bank Customer Service at once by calling: (866) 476-2265.

E. Protecting Your Account

In addition to protecting your account information and password, you acknowledge that you are responsible for taking precautions to protect your personal identification information, including but not limited to your driver's license, Social Security Number or Taxpayer Identification Number, and any other information that by itself or together with information on your account(s) may allow unauthorized access to your account(s). It is your responsibility to protect all such personal information with the same level of care that you protect your account information. You acknowledge that you should only reveal your account number to a legitimate person or entity for a purpose you authorize (such as your insurance company for automatic payments).

F. Waiver of Requirement for Two or More Signatures

If your designated account(s) requires two or more signatures on checks or other items, such requirement does not apply to electronic transfers through Online or Mobile Banking, and you release us from liability when making such transfers. This means that any person who is authorized to act as a signer on your account(s) shall be deemed to be authorized by you to individually make electronic transfers from your account(s) through Online or Mobile Banking.

G. Limitations on Our Liability for Certain Transfer Delays or Errors

If we do not complete a transfer to or from your account on time or in the correct amount according to our applicable agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable to you, for instance: (a) If, through no fault of ours, you do not have sufficient funds in your account to make a transfer; (b) If a

legal order directs us to prohibit withdrawals from the account; (c) If your account is closed, has a hold placed on it, or has been frozen; (d) If the transfer would cause your balance to exceed the credit limit for any credit arrangement set up to cover overdrafts; (e) If you, or anyone you allow, commits any fraud or violates any law or regulation; (f) If any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly; (g) If you have breached this Agreement, your Bank Account Agreement, or other applicable agreement with us; (h) If you have not properly followed the instructions for using Online or Mobile Banking; (i) If circumstances beyond our control (such as fire, flood, system outages, Internet problems generally, or improper transmission or handling of payments by a third party) prevent the transfer; (j) If the Online or Mobile Banking service you requested was not available at the time you requested it, and we had given you notice that it was not available.

H. Limitations on Our Liability for Loss of Use of Funds

If we make any error other than those described in Section G above, and if the error causes you to be wrongly deprived of the use of your funds for any period, our maximum liability to you will be to restore those funds to you (subject to any transfer requests you have made) and pay you interest on those funds, for the period you were wrongly deprived of them, at our standard statement savings account rate.

I. General Limitation on Liability; Third Parties

Except to the extent specifically provided in this Agreement, or where applicable law requires otherwise, you agree that neither we nor any of our third-party service providers or other agents shall be responsible for any losses, liability, damages, costs, expenses (including reasonable attorneys' fees), resulting in whole or in part from any act or failure to act of: (1) equipment or software; (2) Internet browsers (including without limitation, Netscape Navigator or Microsoft Internet Explorer); (3) Internet access providers; (4) Mobile/Cellular phone service providers; (5) our service providers; or (6) by an agent or subcontractor of any of the foregoing, as applicable. Neither we nor our service providers or agents or subcontractors shall be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, browser, the Internet, or your access to or use of, or failure to access or use, any services through Online or Mobile Banking.

J. Overdrafts; Order of Payments and Charges

When you use Online or Mobile Banking, you must have sufficient funds available in your designated account (including available overdraft protection coverage, if applicable) to cover the amount of the transfers and any associated overdraft protection fees. We are not obligated to notify you if Online or Mobile Banking does not complete a transfer because there are insufficient funds in your account to process the transfer. We may process transfers that exceed your available balance, but we are not obligated to do so. If we do, you agree to immediately pay us for the overdraft and any fees incurred. We may discontinue permitting overdrafts at any time, without prior notice. Furthermore, some products and services offered in Mobile Banking

may have additional terms and conditions regarding fees or charges associated with overdrafts or other issues with transfers. As such, you should review the applicable agreements for the specific product or service for additional information, terms or conditions.

If your account does not have sufficient funds to perform all electronic funds transfers (including, without limitation, ATM withdrawals, pre-authorized transactions, and Online or Mobile Banking transfers) that you have requested for a given Business Day, then: (1) Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have the priority determined by us in our sole discretion; and (2) The electronic funds transfers initiated through Online or Mobile Banking may result in an overdraft of your account and may, in our sole discretion, be canceled.

We reserve the right to charge any fees you owe us against your account(s) prior to allowing withdrawals or implementing any transfer requests (subject to any limitations in your Bank Account Agreement or under applicable law).

K. Availability of the Online and Mobile Banking Service; Cut-off Time

You can access your accounts through Online or Mobile Banking 7 days a week, 24 hours a day. However, at certain times, some or all of the Online or Mobile Banking services may not be available due to system maintenance or circumstances beyond our control.

A transfer initiated through Online or Mobile Banking before 3:30 PM (ET) on a Business Day is posted to your account the same Business Day. Transfers completed after this 3:30 PM (ET) cut-off time on a Business Day, or at any time on a Saturday, a Sunday, a Federal holiday or a day on which the Bank is closed, will be posted immediately, but the transferred funds may not be considered part of the available balance for purposes of processing certain transactions until the next Business Day. This means that such funds may not be available for paying or authorizing certain transactions, including without limitation, check clearing, or point of sale or point of purchase authorizations until the next Business Day.

We reserve the right to change the cut-off time in our sole discretion. Such change shall be effective immediately and may be implemented prior to your receipt of notice thereof. You may contact us at any time to verify the current cut-off time.

You acknowledge that we have provided you Account Disclosures about the availability of deposits for withdrawal, including, without limitation, our Funds Availability Disclosure. The Account Disclosures are incorporated by reference into this Agreement and provide more detailed information about the availability of deposits for withdrawal.

L. Limitations on Funds Transfers

The number of transfers from a savings account is limited as described in your applicable Bank Account Agreement and Account Disclosures, which are incorporated by reference into this Agreement. With respect to transferring funds from an account on which we have placed a hold on all or part of the account balance, or as to which some or all of the balance is not otherwise available for withdrawal, you cannot transfer the portion of the funds held or

otherwise unavailable until the hold expires and the funds become available for withdrawal.

M. Fees

There are no monthly or transaction fees for accessing your account(s) or making transfers among your accounts at the Bank through Online or Mobile Banking. However, other fees and charges may apply to each of your accounts and other types of transactions and/or services relating to those accounts, regardless of whether you sign up for or use Online or Mobile Banking. Other fees and charges may also apply to other services that the Bank offers, or may offer in the future, through Online or Mobile Banking. Please refer to the applicable agreement, fee schedule, or other Account Disclosures for the current fees and charges related to each account, transaction, and/or service. We reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

You also acknowledge that your Internet Service Provider (ISP) or Mobile/Cellular Phone Service Provider may assess fees for your use of Internet services or other services, generally. You are also responsible for any telephone charges incurred by accessing your accounts through Online or Mobile Banking.

N. Disclosure of Account Information - Privacy Policy

By accepting this Agreement, you agree that we may provide information about you or your accounts or transactions to third parties in accordance with our Privacy Policy/Notice, as amended from time to time. A copy of our Privacy Policy is available on our website at <http://www.customersbank.com> and is incorporated in this Agreement as if set forth in full. We will also provide an updated Privacy Policy to you periodically. By accepting this Agreement, you agree that we may provide our Privacy Policy to you electronically, although we may choose to send you a paper copy.

O. Resolution of Questions and Errors about Electronic Funds Transfers (Consumer Accounts)

The provisions of this Section of the Agreement apply only to electronic funds transfers that debit or credit a Consumer Account and that are covered by the federal Electronic Funds Transfer Act and Federal Reserve Board Regulation E. In general, Regulation E applies to accounts established by a natural person primarily for personal, family or household purposes. We may, when applicable, rely on any exceptions to the provisions of this Agreement that are provided in Regulation E. All terms not otherwise defined in this Section of the Agreement that are defined in Regulation E shall have the meanings assigned to them by Regulation E.

In case of questions or errors about electronic funds transactions through Online or Mobile Banking contact us as soon as possible in any of the following ways: (1) Contact us by electronic mail (e-mail) at our designated e-mail address contactus@customersbank.com; (2) Fax us at (610) 935-9650; (3) Telephone us at (866) 476-2265; or (4) Write to Customers Bank Online and Mobile Banking Department at 99 Bridge Street, Phoenixville, PA 19460.

Do this as soon as you can if you think your statement, any transaction record or confirmation is wrong, or if you need more information about a transaction listed on a statement or transaction record or confirmation. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared.

Tell us your name and account number (if any).

Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. If your complaint or error inquiry is about a Consumer Account, we will tell you the results of our investigation within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your account.

If we decide that there was no error, we will revoke any provisional credit and send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

P. Liability for Unauthorized Use (Consumer Accounts)

Notify us immediately if you believe another person has improperly obtained your online or mobile password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate person or entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Customers Bank Customer Service at (866) 476-2265, email us at contactus@customersbank.com or write to Customers Bank Customer Service, 99 Bridge Street, Phoenixville, PA 19460.

If your account is a Consumer Account and you tell us within two (2) business days after you learn of a loss or theft, you can lose no more than \$50 if someone used Online or Mobile Banking without your permission. If you do not tell us within two (2) Business Days after you learn of the loss or theft, and we can prove we could have stopped someone from using Online or Mobile Banking without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip

or hospital stay) kept you from telling us, we will extend the time periods.

Q. Preauthorized Transfers

If you have instructed us in advance to make regular transfers among your accounts, you can stop any of these preauthorized transfers by calling Customers Bank Customer Service at (866) 476-2265, or writing to Customers Bank, 99 Bridge Street, Phoenixville, PA 19460 in time for us to receive your request three (3) Business Days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing within 14 days after you call. We will charge you the stop payment fee for each stop-payment order you make, as disclosed in the our applicable current service charge schedule or account agreement. You may stop a transfer online at any time prior to the transfer being processed.

If you order us to stop payment of a pre-authorized transfer from a Consumer Account in accordance with this Agreement, and we do not do so, and the transaction is subject to Regulation E, we may be liable for any directly caused losses or damages. If our failure to stop payment was not intentional and resulted from a bona fide error despite the fact that we maintained procedures reasonably adapted to avoid the error, our liability will be limited to the actual damages proved.

R. Exclusion of Warranties

All of the Services available through Online and Mobile Banking 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.

S. Termination

We may cancel your Online or Mobile Banking access at any time without prior notice to you, for any reason, except as may be required by law. One reason we may cancel your access is if you do not have sufficient funds in one or more of your accounts to cover any fees that are chargeable for Online or Mobile Banking transactions. In this case, Online or Mobile Banking services may be reinstated once we are satisfied that sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of your Online or Mobile Banking services, you must call Customers Bank Customer Service at (866) 476-2265.

If you do not access your accounts through Online or Mobile Banking for any (1) one year period, the Bank reserves the right to terminate your Online or Mobile Banking service without notice.

If you want to cancel any of the services offered through Online or Mobile Banking, you must contact Customers Bank Customer Service at (866) 476-2265 or send us cancellation instructions in writing to Customers Bank, 99 Bridge Street, Phoenixville, PA 19460. If you close all of your accounts, you must notify Customers Bank Customer Service to cancel the Online and Mobile Banking services.

T. Amendments

We reserve the right to change the charges, fees or other terms described in this Agreement from time to time without notice, except as may be required by law. However, if your Online or Mobile Banking service relates to a Consumer Account(s), we will mail or deliver a written notice to you of the changes at least 21 days before the effective date of the change, if the change would result in increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

You may decline a change by notifying us prior to the change's effective date to discontinue your Online or Mobile Banking services. However, if you fail to terminate your Online or Mobile Banking services before the effective date and use any of the Online or Mobile Banking services on or after the effective date, you will be deemed to have accepted and agreed to the changes, and they will become legally binding upon you. Changes to fees applicable to specific accounts are governed by the applicable Bank Account Agreement and Account Disclosures.

U. Notices

We may give you notices relating to Online or Mobile Banking or any of your accounts that can be accessed with Online or Mobile Banking, and you may give us similar notices, in any one or more of the following ways: (1) electronically online at our website when you access Online Banking; (2) electronically on your Mobile Device; (3) by mailing a paper notice, which we may mail to you at your address shown on our records or you may mail to us at Customers Bank, 99 Bridge Street, Phoenixville, PA 19460; (4) by sending an electronic mail message (e-mail). We may send e-mails to you at your designated e-mail address or any changed e-mail address you later designate by notice to us. You may send e-mails to us at contactus@customersbank.com or any other e-mail address we designate from time to time by notice to you.

By accepting this Agreement, you agree that any of the notice methods provided above qualifies as a "written notice" for all purposes under this Agreement, any other agreement between us, and otherwise under applicable law.

V. Assignment

You may not assign this Agreement or your rights or responsibilities under this Agreement to any other party, and any attempted assignment shall be null and void. The Bank may assign this Agreement to any affiliated entity or any successor. We may also may assign or delegate any or all of our rights and responsibilities under this Agreement to one or more independent contractors or other third party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either the Bank or such service providers. Any reference in this Agreement to the Bank also shall be considered a reference to any service provider performing services under this Agreement on our behalf.

W. Governing Law

This Agreement is governed by, and is subject to, the laws of the Commonwealth of Pennsylvania, without regard to its choice or conflicts of laws provisions.

X. Severability

If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired.

Y. Entire Agreement

With the exception of any notices provided by the Bank to you regarding Online or Mobile Banking, this Agreement sets forth the entire and only agreement between you and the Bank with respect to your use of Online and Mobile Banking. Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to Online or Mobile Banking which conflict with the provisions in this Agreement are superseded by this Agreement.

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