

Terms of Use

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4) Applicable Law and Forum Selection

You acknowledge and agree that your access and use of this Site and the services available at this Site are being rendered in the United States. PeoplesBank controls and operates this Site from its office in York County, Pennsylvania, U.S.A. PeoplesBank does not imply that the materials contained in this Site are accurate, appropriate, or available for use outside of the United States. You further agree to comply with all applicable laws and regulations of the various states and of the United States. If any disputes arise between you and PeoplesBank regarding your use of this Site, such disputes shall be resolved according to the laws of the Commonwealth of Pennsylvania, U.S.A., without regard to the conflict of law’s provisions. The federal and state courts for York County, situated in the Commonwealth of Pennsylvania, U.S.A., shall have exclusive jurisdiction over all claims and you consent to the exclusive jurisdiction of such courts.

5) Confidential Information

Except as otherwise provided in specific areas of this Site, you agree that any communication you transmit to PeoplesBank by electronic mail or otherwise, including any data, questions, responses to questionnaires, comments, suggestions, or the like, is, and will be treated as, non-confidential and non-proprietary. PeoplesBank is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products using such information.

6) Security

We use 128-bit encryption technology to keep transactions and your personal data safe. The 128-bit encrypted connection must be established before login credentials will be accepted.

You agree that you are responsible for safeguarding the confidentiality of your user identification and password and for preventing their disclosure or release to any third party. If your user identification or password is stolen or otherwise compromised, you agree to report this situation IMMEDIATELY to security@peoplesbanknet.com. You further agree to accept all risks associated with the unauthorized use of your lost or stolen

user identification or password. You are fully responsible for all transactions and other activities that are undertaken using your user identification or password.

8) Disclaimer of Warranty

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You agree to pursue any problems or grievances you may have directly with the responsible third party.

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10) Indemnification

You agree to indemnify, defend, and hold harmless PeoplesBank, its officers, agents, employees, customers and suppliers from and against any and all third party claims, demands, losses, liability, damages, or expenses (including reasonable attorney's fees) arising out of breach of these Terms of Use or the use of the Site or any information, products, or services available at this Site, by you or under your control.

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If you wish to link to this Site, you must obtain the prior written consent of PeoplesBank.

12) Termination

You acknowledge and agree that PeoplesBank may terminate or deny access to all or part of the services or materials available on this Site without prior notice if you engage in any conduct that PeoplesBank in its sole discretion, believes violates any of these terms or any other rule, regulation, or applicable law. Neither PeoplesBank nor any of its officers, agents, or employees shall be liable to you in the event of such termination.

13) General

If any provision of this agreement is found to be void, invalid, unenforceable or illegal by any court, the validity and enforceability of all other terms and conditions of this agreement shall remain unaffected and shall continue in full force and effect. Failure of PeoplesBank to enforce provisions of the Term of Use will not constitute or be construed as a waiver of any provision or the right to enforce such provision. The headings and

captions contained in this Terms of Use are inserted for convenience only and do not constitute a part of this Agreement.

14) Force Majeure

Your use of the website is subject to interruption and delay due to causes beyond PeoplesBank's reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

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