



Electronic Fund Transfer Disclosure and Electronic Fund Services

Application of Rules

This disclosure governs the use of electronic fund transfer services (EFT services) we offer to consumers. By opening an account and using an electronic fund service, you agree to follow the Rules and Regulations that apply to that service. The Rules and Regulations apply to all persons who have access to a consumer account. Every person who can use the account is responsible for use of the Card, personal identification number (PIN), Access Code, or User Name and Password.

Transactions and accounts governed by this disclosure are subject to applicable federal and Wisconsin laws and regulations and any other rule or agreement governing or referring to the transactions or accounts, including but not limited to account agreements, Deposit Account Rules and Regulations, VISA CheckCard Rules, Funds Availability Rules, Depository Agreements and the Operating Rules of the National Automated Clearing House Association (N.A.C.H.A)

This disclosure statement applies if:

1. you are receiving direct deposits to your checking or savings account(s);
2. you have arranged to have regular payments made out of your checking or savings account to a third party;
3. you periodically request telephone transfers from your account(s), either via live operator or Exchange Line;
4. you have access to your checking or savings account(s) via an automated teller machine (ATM), VISA CheckCard or point-of-sale system;
5. you have access to your account(s) via Exchange Line, our automated telephone banking service;
6. you have access to your account(s) via Exchange OnLine, our Internet banking service;
7. you make a purchase or pay a bill using a check that is converted (Electronic Check Conversion) by the payee into an electronic fund transfer.

Transactions governed by this disclosure are subject to charges as defined in the applicable fee schedules. A description of each transaction governed by this disclosure is provided on your monthly statement. In addition you can get a receipt at the time you access your account using one of our ATMs or point-of-sale terminals.

Acceptable ATM (Automated Teller Machine) Card Transactions

Depending on which type of account(s) you have arranged to associate with your ATM Card or VISA CheckCard, you may use your Card and/or PIN to:

1. withdraw cash from your checking or savings account(s);
2. make deposits to your checking or savings account(s) at any full service ATM in Wisconsin;
3. transfer funds between your checking and savings account(s);
4. pay for purchases from your checking account at locations that have agreed to accept the Card;
5. make loan payments to us;
6. purchase non-cash items dispensed out of an ATM;
7. determine your designated checking and savings account balances.

Your ability to perform the transactions above depends on the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or EFT network may not perform or permit all of the above transactions. For instance, you may not make a deposit at a cash dispense only ATM or an ATM located outside Wisconsin.

By retaining a National Exchange Bank & Trust ATM Card or VISA CheckCard, you agree:

1. the Card remains our property and will be surrendered immediately to us upon request;
2. we may cancel your Card at any time without notice;
3. to notify us promptly in writing of the loss of your Card; (Refer to the Liability Section.)
4. we have the right to refuse a transaction on your account when your Card has been reported lost or stolen or when we believe there is unusual activity on your account;
5. if you use your Card to access an account that is no longer available to complete a transaction, we may, at our discretion, charge or credit another account for the transaction;
6. we are not liable for any personal injury or tangible property damage suffered or incurred by you through use or attempted use of the Card at any terminal;
7. to abide by the Rules and Regulations of the bank relating to the use of your card.

Limits on ATM Card Transactions

1. When using your ATM Card or VISA CheckCard at an ATM, the maximum withdrawal amount is \$300 or five transactions per day (we may adjust this amount on a case by case basis, some accounts may be less.)
2. When using your ATM Card or VISA CheckCard at a point-of-sale terminal, the maximum purchase amount is \$500 or five transactions per day. Point-of-sale transactions are charged to your checking account. If permitted by the merchant, you may withdraw cash in conjunction with a purchase;
3. When making purchases with your VISA CheckCard at a merchant location, the maximum purchase amount is \$1,000 or ten transactions per day. VISA CheckCard purchases are charged to your checking account;
4. When performing a cash advance transaction with your VISA CheckCard, the maximum withdrawal amount is \$500 or five transactions per day. VISA CheckCard cash advance transactions are charged to your checking account;
5. We may adjust the above amounts on a case by case basis.

The maximum withdrawal amount at ATMs owned or operated by National Exchange Bank & Trust is \$300 per transaction. ATMs that we own or operate are identified as our machines. Additional withdrawal limits may apply for withdrawals performed at an ATM owned by another financial institution. Transactions performed at an ATM not owned or operated by us may be subject to a surcharge assessed by the terminal owner.

Acceptable Exchange Line Transactions

Depending upon the account(s) you have with us, and the way they are titled, using your Access Code you may use Exchange Line to:

1. transfer funds between your checking and savings account(s);
2. receive deposit account information, including the account balance and identification of withdrawals and deposits;
3. determine the current interest paid to date and the previous year's interest paid on your account(s);
4. receive information about your loan account(s).

Acceptable Exchange OnLine Transactions

Depending upon the account(s) you have with us and the way they are titled, upon request, with Internet access and with your User Name and Password, you may perform the following transactions using Exchange OnLine, as well as the above listed Exchange Line transactions via the telephone:

1. check account balances;
2. transfer funds between account(s);
3. make payments from your deposit account(s) with us to your loan account(s) with us;
4. view account transactions;
5. receive answers to your banking questions through e-mail.

Acceptable Exchange OnLine Bill Pay Transactions

With Exchange OnLine Bill Pay you may perform the following transactions:

1. pay bills electronically from your checking account;
2. send payments to anyone in the U.S.;
2. review payment history.

You may not use Exchange OnLine Bill Pay to pay taxes or other payments to governmental agencies or pay court-directed alimony or support.

Limits on Preauthorized Transactions

Under federal regulation, no more than six preauthorized, automatic, telephone, or electronic transfers may be posted to each of your savings or money market accounts each month. Three of the six may be by check, draft, ATM Card, VISA CheckCard, or similar order to third parties, including a transfer using a Card at a point-of-sale terminal. If a transfer from your account will cause you to exceed these limits, we may not execute the transfer. There are no other limitations on the amount or frequency of authorized transfers to or from your accounts. Transactions conducted with a Card at an ATM do not count toward these limitations.

Deposits and Payments

All checks or drafts which we authorize through an ATM terminal for deposit or payment are subject to our current funds availability schedule, and the credits will be reversed if the checks or drafts are not paid. All deposits and payments are received subject to our verification. If the reversal to a deposit account overdraws the account, we may charge all or part of the deficiency to another account with us of any authorized user of the Card unless the charge results in an extension of credit. You agree to pay us any delinquency which cannot be paid out of such accounts.

A deposit may consist of a transfer from another account, cash, or a completed negotiable instrument payable in U.S. dollars, dated within six months of the attempted deposit, drawn by or properly endorsed by you and the amount of which does not violate any restriction on the instrument. The amount of a deposit must not be in excess of any limitations placed by the ATM terminal or ATM terminal operator.

To obtain authorization of a check or draft, it must be payable to the order of an authorized user of the Card, properly endorsed, payable in U.S. dollars, dated within six months of the transaction date, not in violation of any stated restriction on the check or draft (for example, not valid after 30 days), and for an amount that does not exceed any limitations imposed by the ATM terminal or ATM terminal operator.

Neither a terminal operator nor we are liable to you if a transaction is not completed and you have violated any stated rule.

Authorization to Debit or Credit Account

Each time your Card is properly used you authorize us to debit or credit your account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by the use of the Card, whether or not signed by you, and we are permitted to handle such sales drafts, orders and vouchers in the same way we handle authorized checks drawn on your account.

Multiple Party Accounts

Each person who is party to a joint account appoints each other as attorney with the power to appoint one or more agents with power to use the Card to make withdrawals from such account. Each joint owner shall indemnify us for any tax we may be required to pay under Wisconsin statutes by reason of withdrawals or payments from the account, after the death of a joint owner, to any person or to the survivor in the case of a joint account.

Business Days

Our business days are Monday through Friday. Legal holidays are not included. The business day cut-off time for Exchange OnLine transactions is posted on the Exchange OnLine Web site. Transactions performed after that time (or any time on a weekend or legal holiday) are treated as though they were performed on the next business day.

UNAUTHORIZED USE

Personal Identification Numbers (PINs), Access Codes, User Names and Passwords

We will issue to you a PIN to access your account(s) using an ATM Card, an Access Code to access your account(s) using Exchange Line, and/or a User Name to access your account(s) using Exchange OnLine, along with your initial password. You may receive more than one security device, depending upon the number of services you have requested, and the level of security required in connection with a service.

You are responsible for any transaction you make with your Card, PIN, Access Code, User Name and Password. You are responsible for any request or transaction made by someone else to whom you have given your Card, PIN, Access Code, or User Name and Password until you notify us that the person no longer has your permission to use them and we have been given a reasonable opportunity to act on the notification.

You shall be obligated to us for the amount of any money, property or services obtained by authorized use of the Card, to the extent that we are unable to charge such amount to the account designated by you and you authorize us to charge the amount of any such obligation to any other account(s) with us of any authorized user of the Card.

Upon receiving the security device, you agree to:

1. Not give the PIN, Access Code, User Name or Password to anyone other than those whom you wish to have access to your account. If anyone uses your security device with your permission, you will be responsible for the charges made to the account.
2. Safely keep the security device. Do not record the PIN, Access Code, User Name or Password or otherwise disclose or make them available to anyone other than an authorized user. We are authorized to provide information relating to your accounts to anyone accessing the accounts with the correct security device.
3. Tell us AT ONCE if you believe that your Card, PIN, Access Code, User Name or Password is lost or stolen.
4. Change your Access Code and Password from time to time.
5. Maintain the security device in accordance with these instructions.

Liability

Telephone us AT ONCE if you believe that your ATM Card, CheckCard, PIN, Access Code, User Name or Password is lost or stolen or someone has transferred money or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your accounts (plus your maximum related line of credit providing overdraft protection, if any.)

You can lose no more than \$50 if someone uses your ATM Card or CheckCard and PIN at a terminal without your permission.

You can lose no more than \$50 if someone uses your Access Code for Exchange Line or User Name and Password for Exchange OnLine without your permission and you tell us within two business days.

You are not subject to the two business day requirement for unauthorized purchases of goods or services made with your VISA CheckCard. However, if we can show you knew of the loss of your VISA CheckCard or PIN and did not notify us and we can prove we could have stopped the unauthorized transactions if you had told us you may be liable for all or part of the loss.

If you DO NOT tell us within two business days after you learn of the loss or theft of your Card, PIN, Access Code, User Name or Password and we can prove we could have stopped the unauthorized transactions if you had told us, you could lose as much as \$500.

General If your statement shows a transaction you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may be liable for the amount involved in the transaction after 60 days if we can prove that we could have prevented the transaction 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.

Address and Telephone Number

Contact us immediately if you believe your Card, PIN, Access Code, or User Name and Password is lost or stolen.

National Exchange Bank & Trust
ATTN: Account Services
P. O. Box 988
Fond du Lac, WI 54936-0988
Telephone (920) 921-7700
FAX (920) 906-6996
E-mail address bank@nebat.com

Exchange OnLine customers can e-mail us at bank@nebat.com or can call us at (920) 921-7700.

To report a lost or stolen VISA CheckCard after our regular business hours, please call 1-800-236-2442.

PREAUTHORIZED WITHDRAWALS

Right to Stop a Preauthorized Withdrawal and Procedure for Doing So

You can stop any regular payment taken out of your accounts that you have preauthorized with us. Please contact us at the telephone number or address provided in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you use Exchange OnLine, you may communicate with us by e-mail as described in this Agreement. If you call or send an e-mail message, we may require you to put your request in writing and get it to us within 14 days after you communicate with us. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent provided by law. You may be charged the current stop payment fee for each stop payment order you give us.

Overdrafts/Credit Account

Each withdrawal or transfer from an account is an order to us to pay from that account at that time, which we may charge against the account even though the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with the applicable fees. If the account is maintained in connection with a Personal Line of Credit, any overdraft will be made in accordance with the Personal Line of Credit Rules governing the account rather than this Agreement. The time required to charge or credit your account after you use your ATM/VISA CheckCard will depend on the location of the terminal and the type of transaction.

Disclosure of Charges

You are responsible for the charges, if any, ordinarily associated with your account or electronic transfer service, such as maintenance and/or check and withdrawal charges, as described in the fee schedules which may be amended from time to time. We may automatically deduct these fees from your account or a related account even if they create an overdraft. A surcharge may be imposed on an ATM transaction, whether owned by us or not.

Unless the account rules specify otherwise, any automatic withdrawal or withdrawal through Exchange Line or Exchange OnLine will be subject to any charge which would be imposed upon a non-electronic withdrawal.

Notification of Change (NOC)

We reserve the right to pass on to you any charges we may incur associated with your failure to notify us of any changes required to properly complete an automated clearing house (ACH) transfer initiated by you.

CREDITS/ADJUSTMENTS

Credit Transfers

Credit transfers executed through an automated clearinghouse association are provisional on the settlement date. We, along with any other banks processing such transfers, may rely on the number in the payment order that identifies the beneficiary even if it identifies a party different from the party named as beneficiary. If, in connection with a direct deposit plan, we deposit any amount to your account that should have been returned to the U.S. Treasury or other payor, you authorize us to deduct such amount from any of your accounts at any time without prior notice. We may also use any other legal remedy to recover such amount.

Goods or Services Purchased

We are not responsible for the refusal of any person to honor your Card. If a merchant accepts your ATM or VISA CheckCard in payment of goods or services, and you receive credit for goods returned or adjustments, such party will send us a credit entry. We will apply the credit entry to your account. We will not make cash refunds to you on purchases made with your Card. Unless your use of the Card results in a loan from us to you, you must raise any claim or defense with respect to goods or services purchased with your Card directly with the party that honored the Card.

We are not responsible for any goods or services you purchase with the Card except when the Card is used as a credit card and (a) the purchase was made in response to an advertisement we sent to you or participated in or (b) the purchase cost \$50 or more and the transaction occurred in the same state as, or within 100 miles of, your address to which statements are sent.

Foreign Transactions

If your Card is used to effect a transaction in a foreign currency, the transaction will be converted to U.S. dollars by VISA International. VISA converts foreign currency to U.S. dollars using either the government-mandated exchange rate or the wholesale exchange rate in effect one day before the date of the conversion, as applicable. A separate fee of 1% is charged if the conversion is made in connection with a charge to an account and subtracted if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. You agree to pay charges and accept credits for the converted transaction amounts in accordance with these terms.

Chargebacks

We shall, upon receipt of written or oral notice from you within three business days of a transaction, reverse the transaction and credit your account if the transaction:

1. involves a sale of goods or services which is paid for directly through a point-of-sale terminal using a Card and PIN;
2. involves a transfer of \$50 or more from a deposit account;
3. does not involve a check or draft.

This right of chargeback does not apply to purchases of goods or services using your VISA CheckCard and processed through the VISA network. Contact us with the pertinent information at the telephone number or address provided in this disclosure.

Right to Stop Payment

You are not permitted to stop payment on any purchase or withdrawal originated by use of the Card, and we have no obligation to honor any such stop payment request by you.

Preauthorized Credits If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (920) 921-7700 or the Exchange Line at 1-800-707-2265 (BANK) to find out whether or not the deposit has been made.

RECORDS

Terminal Transfers

You may get a receipt at the time you make any transfer to or from your account using a terminal.

Periodic Statements

You will get a monthly account statement, unless the only type of electronic transfer that you receive is a preauthorized deposit to your savings account, or you have agreed to a different statement cycle. Your regular monthly account statement will reflect each transaction, transfer, purchase and cash withdrawal charged to your account, and each credit applied to your account during the monthly account cycle and the related fee, if any. You will get a quarterly statement if there are no transactions in a particular cycle. Passbook Accounts The only possible electronic funds transfer allowed with a passbook account is a preauthorized credit. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought your passbook in.

Disclosure of Information to Third Parties

We may disclose information about you, your account, or transactions on your account:

1. if it is necessary for completing applications, transactions and transfers authorized by you;
2. to verify the existence and condition of your account for a non-affiliated third party, such as a credit bureau or merchant;
3. to comply with a government agency or court order or with the request of a federal regulation;
4. you request or authorize that the information be revealed;
5. the disclosure is otherwise lawfully permitted or required.

To resolve payment-posting problems involved with Exchange OnLine, we may disclose account information to the service, and the service has the right to obtain and disclose information regarding your account or transactions on your account to a payee or financial institution.

LIABILITY FOR FAILURE TO MAKE PAYMENTS AND TRANSFERS

If we do not complete a payment or transfer to or from your account, or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of our own, your account does not have enough funds to make the payment or transfer.
2. If the payment or transfer would exceed the credit limit on your related line of credit (Personal Line of Credit), if any.
3. If circumstances beyond our control (such as fire, flood, or power failure, etc.) prevent the payment or transfer, despite reasonable precautions we have taken.
4. If you attempt a transaction without use of the Card and insertion of the correct PIN, furnished by us.
5. If you attempt a transaction in connection with a closed account, or you have money in your account but the funds are uncollected or subject to legal process or other encumbrance.
6. If the terminal where you are making the withdrawal does not have enough cash.
7. If the terminal, transfer system, your equipment or communications link is not working properly and you knew about the breakdown when you attempted to make the transfer or, in the case of an automatic or recurring payment or transfer, at the time such payment or transfer should have occurred.
8. If the Payee mishandles or delays posting a payment or refuses or is unable to accept a payment.
9. If the transaction is not initiated in time for us to complete it as agreed, as otherwise provided in our agreements with you, or by federal regulation.
10. If incomplete or inaccurate information is forwarded by the U.S. Treasury or through an automated clearinghouse.
11. For any computer failure or acts or delays by any carrier, agent, or other third party operating between us and you, or any other cause beyond our control.
12. If your subscription to the service has been terminated for any reason.
13. If you have not provided the service with the correct name, address, or account information for the Payee.
14. There may be other exceptions stated in our agreement with you or provided by law.

In the event none of these circumstances are applicable, if our service causes an incorrect amount of funds to be removed from your account, or causes funds from your account to be directed to an improper person, we shall be responsible for returning the improperly transferred funds to your account and for directing any previously misdirected payments or transfers to the proper Payee.

OUR RESPONSIBILITIES FOR LATE CHARGES AND INCORRECT OR MISDIRECTED TRANSFERS OR PAYMENTS SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE 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 USE OF THE SOFTWARE OR SERVICES.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS

Call or write us if you need more information about an electronic transfer or if you think your statement or receipt is wrong. Instructions on how to contact us are provided in this disclosure. We must hear from you no later than 60 days after we send you the FIRST statement in which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you use Exchange OnLine, you may e-mail us at bank@nebat.com or call (920) 921-7700.

If you tell us verbally or send an e-mail message, we may require that you send your complaint in writing within ten business days.

We will determine whether an error occurred within ten 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 the complaint or question. If we decide to do this, we will credit your account within ten business days (five business days for a VISA CheckCard point-of-sale transaction) 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 ten business days we may not credit your account.

The ten day periods in the preceding paragraph may be extended to 20 business days if the error involves a transfer to or from the account within thirty days after the first deposit to the account was made.

If the error involves an electronic transfer from your account to buy goods or services direct from a merchant, a transfer initiated outside of the United States or a transfer that occurred within 30 days after the first deposit to the account was made, the 45 day time period to investigate your complaint or question will be 90 days.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.

EXCHANGE ONLINE BILL PAY SERVICE

Exchange OnLine Payment Scheduling

You authorize the bill payment service to follow the payment instructions that it receives through Exchange OnLine bill payment system. When the service receives a payment instruction, you authorize it to charge your designated checking account with us on the dates you schedule or up to two business days later and initiate payments on your behalf to payees designated by you. Usually, the payees should receive the payments within one to three business days after your account is charged.

The date the payee credits a payment depends upon the payee's payment processing procedures, the specific requirements for payments and delays in the payees receiving a payment. We will not be responsible for delays in crediting payments which are the result of these procedures. Nor will we be responsible for your failure to follow a payee's payment requirements, your failure to schedule a date to initiate sufficiently in advance of the date a payment is due, delays in any mail service or other exceptions stated in this Agreement.

For these reasons, we recommend that you schedule the date(s) to initiate payments a minimum of five business days in advance of the date the payment is actually due. If you follow the procedures described in this Agreement and help screens or instructions and the service fails to send a payment within two business days of charging your account, we will reimburse you for a late charge penalty (\$50 maximum) assessed by a payee. In any other event, you assume the risk incurred and the responsibility to pay any and all late charges or other damages or penalties.

You authorize the service to make payments by electronic, paper or other means we think are appropriate.

The service reserves the right to refuse to pay a payee if your account has insufficient funds, you attempt to make tax or court related payments, a payee refuses to accept a payment or other good cause.

Exchange OnLine Payment Deletion for Non-Processed Payments

You may delete a current payment (a payment you schedule to initiate the next time you transmit payments) up to the time specified on the Exchange OnLine site. You may delete a future payment (a payment you schedule to be initiated within the next 45 days) or a recurring payment (a payment you schedule to initiate weekly, semi-monthly or monthly) up to the time specified on the site at least one business day prior to the date to initiate or two business days prior to the date to initiate if the date to initiate is a Saturday, Sunday or legal holiday. (Remember: modification of a recurring payment or transfer instruction will affect all future payments or transfers associated with that payment or transfer.)

Exchange OnLine Unauthorized Transfers

An "unauthorized transfer" is a transfer by a person who does not have actual, implied, or apparent permission, and is a transfer that does not benefit you. A transfer by a joint account holder or other person with an interest in your account is not an unauthorized transfer. You will not be liable for unauthorized transfers except as explained in this Agreement.

MISCELLANEOUS EXCHANGE LINE AND EXCHANGE ONLINE RULES

1. Accounts involved in a preauthorized transfer may be solely owned and/or jointly held, i.e., both accounts must share one common account holder. However, at our discretion, we may accept an authorization to provide online access and transfer funds to or from accounts other than solely owned or jointly held.
2. We shall have no duty to verify the identity of a person using a valid access code to transfer funds or obtain information.
3. You agree that anyone with an ownership interest in your account may access your account, unless we have written instructions that advise otherwise.
4. You agree to indemnify and hold us harmless against any claims, demands, costs or expenses, including reasonable attorney's fees, resulting from or arising out of the service, except as otherwise prohibited by law.
5. Transfer requests will be accepted at any time provided all systems are operational. The transfer will be posted on a business day during regular processing hours.
6. You agree to comply with the requirements of any help screens, instructions, online demonstrations, or other online user terms and conditions, as modified from time to time.
7. Your checking account statement will contain information about transfers or bill payment transactions that you have performed during the statement period.

AMENDMENTS/TERMINATIONS

Amendments

We may amend these Rules and Regulations at any time, subject to applicable requirements of law regarding prior notice. Any changes will be effective upon the date indicated in the notice. Any use of the accounts after we send you a notice of change will constitute your agreement to such change.

If required by law, we will send Exchange OnLine users written or electronic notice of change to the last address provided to us before the effective date of change, unless immediate change is necessary to ensure the security of the banking service or your accounts. We may revise or update the bill payment programs, services and/or related material and these changes may make prior versions obsolete. We reserve the right to terminate your Agreement as to all such prior versions of the bill payment programs, services or related material and limit access to the service's more recent revisions and updates.

Termination

Any one person who is authorized to use the accounts accessible with the Card, PIN, or Access Code may contact us at the address or telephone number printed in this Agreement to terminate the service. We may terminate your privilege of using an ATM Card, VISA CheckCard, PIN, or Access Code and may withhold approval of any transaction at any time. The Card is our property and shall be surrendered by you upon request and regardless of who terminates the Card privileges. Termination shall not affect the rights and obligations of the parties for transactions made with the Card, PIN, and Access Code before the privileges are terminated.

In the event you wish to discontinue the Exchange OnLine service, contact us in writing ten business days prior to the actual discontinuance date. Since cancellation requests take up to ten days to process, you should also cancel all outstanding payment or transfer orders. We will not be liable for payments or transfers made due to the lack of proper notification by you of service termination or discontinuance for any reason. You will be responsible for making arrangements to pay any future or recurring payments upon termination. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

If you do not access your account via Exchange OnLine for 90 days, your access may be rescinded.

RULES FOR NON-PERSONAL ACCOUNTS WITH ELECTRONIC SERVICES

1. When making a deposit at an ATM, you agree to only use an ATM owned or operated by us.
2. You agree to notify us immediately (followed by written notice) of any user of a Card or Access Code who is no longer employed by you or authorized to conduct business on your behalf.
3. You agree to help us in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate documentation.
4. You agree that by allowing anyone to use your Card, PIN, or Access Code, you will be responsible for all authorized or unauthorized transactions made with the Card or security device.

5. You agree to change the Access Code from time to time, but in every case when any employee who knows the Code terminates employment.
6. You release us of all responsibility and liability for failure or refusal to make a transfer requested through Exchange Line or for damage caused by an unauthorized person who has access to the Code, consistent to these Rules and Regulations.
7. You agree to hold us harmless against any claims, demands, costs or expenses, including reasonable attorney's fees, resulting from or arising out of the Exchange Line service, except for our failure to exercise ordinary care, or as otherwise prohibited by law. Ordinary care, as used in these Rules, shall mean the reasonable commercial standards of the banking industry.