

## National Exchange Bank & Trust eStatement Agreement

This eStatement Agreement (“Agreement”) applies to personal checking, savings, money market and certificate of deposit accounts (“Account”) you have with National Exchange Bank & Trust. By choosing to receive National Exchange Bank & Trust eStatements (“eStatements”), you will initially receive them for all eligible Accounts. You will receive one more paper statement after electing to receive eStatements, and you will begin accruing an 18-month history of eStatements online. Any cancelled checks normally received with your paper statement also will be discontinued.

### REMOVING CONSENT

If you no longer wish to receive eStatements for your account(s), you may revert to paper statements in Exchange OnLine via one of these methods. 1 - Click on the Customer Service tab. Under the Account Maintenance menu, click on Change Statement Delivery Method, and choose “paper” from the drop-down menu. 2 - On the Statement Menu page, click on Change Statement Delivery Method, and choose “paper” from the drop-down menu.

For combined statements, the primary account must be activated to allow eStatements. Your primary account is the first account presented on your combined statement.

The words “we,” “us” and “our” mean National Exchange Bank & Trust, and the words “you” and “your” mean you, the individual who is identified on the Account as the owner or authorized signer on the Account(s) listed on the Customize Your Accounts screen. As used in this Agreement, “Disclosure” means any account statement, authorization, agreement, disclosure, notice, or other information related to your Account including, but not limited to, information that we are required by law to provide in writing.

### DISCLOSURES WE WILL PROVIDE TO YOU ELECTRONICALLY

When you request eStatements associated with your Account(s), you agree that we may provide you with any Disclosures relating to your Account(s) in electronic format, and that we will discontinue sending paper Disclosures to you. We will only provide Disclosures to you electronically unless and until you withdraw your consent as described below. Your consent to receive Disclosures electronically includes, but is not limited to:

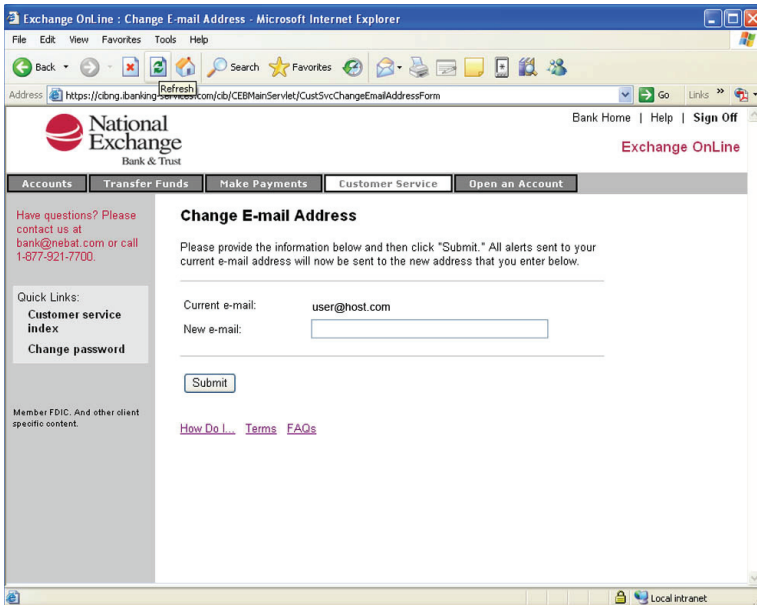
- account statements and related Disclosures;
- initial Disclosures or agreements for your Account(s) or associated payment features;
- notices or Disclosures about a change or amendments in the terms of your Account(s) or associated payment feature; and
- privacy policies and privacy statements.

### HOW WE WILL PROVIDE DISCLOSURES ELECTRONICALLY

All Disclosures will be provided to you electronically in one of several ways. These are either:

1. by Exchange Online message center or e-mail at the most current address we have on record,
2. by access to a Web site that we will identify in an Exchange Online message center message or e-mail notice we send to you at the time the information is available, or
3. to the extent permissible by law, by access to a Web site that we will identify in advance for such purpose.

You may view the e-mail address we have on file within the Change E-mail Address screen found in the Customer Service tab.



## HOW YOU CAN WITHDRAW CONSENT TO RECEIVE ESTATEMENTS AND DISCLOSURES ELECTRONICALLY

You may withdraw your consent to receive eStatements and Disclosures electronically for any of your Accounts by either changing your Receive eStatements preferences found within your Exchange Online Change Statement Delivery Method screen or contacting us at 1-877-921-7700. We may treat an invalid e-mail address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive eStatements and Disclosures electronically. We will not charge you a fee to process the withdrawal of your consent. If you withdraw your consent to receive eStatements and Disclosures electronically, the withdrawal will become effective after your request is processed.

If you close your primary account or uncheck Receive eStatements for your primary account, all Accounts included on that combined statement will revert to delivery of the Disclosures by the U.S. Postal Service.

If you change an account's statement delivery method from "Online" to "Paper," you will lose access to any statements previously delivered online. You may want to save your online statements before making this change.

## HOW YOU CAN UPDATE YOUR RECORDS

It is your responsibility to provide us with an accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s). You must maintain and promptly update this information with any changes. You may update your e-mail address in the Customer Service tab of Exchange OnLine. (Please see "How We Will Provide Disclosures Electronically" above.) To update all other information, please use the secure message center located in Exchange OnLine or call us at 1-877-921-7700.

## HARDWARE AND SOFTWARE REQUIREMENTS

In order to access, view, and retain electronic Disclosures, you must have:

- a personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying and either printing or storing Disclosures you receive from us electronically via a plain text formatted e-mail or by access to our Web site using one of the browsers specified below;
- an internet browser that meets our [minimum requirements](#); and
- an e-mail account with an Internet service provider and the appropriate software.

## HOW TO REQUEST PAPER COPIES

To request a paper copy, contact us at 1-877-921-7700. You may incur a service charge for the delivery of paper copies of any Disclosures provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Disclosure. We will not send you a paper copy of any Disclosure unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of a Disclosure provided to you electronically either by printing it yourself or by requesting that we mail you a paper copy. Such request must be made no later than seven years after we first provided the Disclosure to you electronically.

**DISCLOSURES IN WRITING**

All Disclosures we provide to you, regardless of the format, will be considered "in writing." You should print or download a copy of your eStatements, this Agreement, your initial authorization to receive eStatements plus any changes to that authorization, and any other important Disclosures for your records.

**APPLICATION OF FEDERAL LAW**

You acknowledge and agree that your consent to receive Disclosures electronically is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**TERMINATION/CHANGES**

We reserve the right, at our sole discretion, to discontinue providing Disclosures to you electronically, or to change or terminate the terms and conditions under which we provide Disclosures electronically. We will provide you with notice of any such termination or change as required by law.

CONTENT EFFECTIVE: APRIL 14, 2009