

# Electronic Services Agreement

## Electronic Disclosure and Consent

By enrolling in or using Exchange OnLine, National Exchange Bank & Trust's personal eBanking solution, you agree to receive this Electronic Services Agreement covering personal online banking and eBanking products, as well as related addenda, disclosures, notices and instructions (collectively, the "Agreement") electronically and agree to all terms and conditions herein. You also agree to receive all changes and updates to this Agreement and all disclosures, notices and other communications regarding our online banking platform ("Exchange OnLine") electronically. You are deemed to have received any electronic communication provided to you when it is made available to you. You can request free paper copies of any of these documents by calling 920-921-7700 or sending an email to [email@nebat.com](mailto:email@nebat.com).

You can withdraw your consent to future electronic receipt of the Agreement by calling 920-921-7700 or sending an email to [email@nebat.com](mailto:email@nebat.com). However, withdrawing your consent means you will no longer be able to access Exchange OnLine.

In order for you to access and retain disclosures electronically in connection with Exchange OnLine, your system must meet our minimum requirements, including, but not limited to, the requirements set forth in the section entitled "Equipment Requirements."

## Agreement

You acknowledge receipt of our [Security Schedule](#) and will comply with the terms and conditions set forth therein. You also acknowledge that from time to time we may update the [Security Schedule](#) or provide other correspondence regarding security issues and ways to protect your account. You agree to watch for, read, and, where applicable, comply with the steps identified in such materials. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.

- GENERAL.** This Agreement applies to the online banking, mobile banking and eBanking products offered by National Exchange Bank & Trust (collectively, "Exchange OnLine"). When used herein, references to "you" and "your" mean the owner of any accounts covered by this Agreement, any delegate, any authorized representative, an administrator, and the person enrolling in Exchange OnLine and thereby agreeing to this Agreement. References to "Bank," "us," "we," and "our" mean National Exchange Bank & Trust and its affiliates and their successors and assigns. When you use, or you permit any other person(s) to use, any part of Exchange OnLine, you agree to the terms and conditions of this Agreement. This Agreement and the services offered through Exchange OnLine are also subject to other agreements between you and us, including [the terms and conditions governing your deposit account](#) and the [Security Schedule](#). In case of a conflict in terms between those documents and this Agreement, this Agreement will control.
- ELIGIBILITY.** To use Exchange OnLine, you must have an eligible account. Eligible accounts for Exchange OnLine include National Exchange Bank & Trust checking accounts, savings accounts, money market accounts, CDs and IRAs, as well as personal loan accounts. Eligible accounts for bill payment include National Exchange Bank & Trust checking and money market accounts. The terms of this Agreement apply only to personal accounts. Deposit accounts and loans that have a common signer for withdrawals or a common borrower may be linked for access purposes. Any signer, acting alone, will be authorized to access a linked account. An account that requires multiple signatures for withdrawals may not be an eligible account. By enrolling in Exchange OnLine, you understand you are waiving any requirement to monitor for two signatures required related to transfers. For the use of money movement to an account not held by us or bill payment, you represent and warrant that you are at least 18 years of age. Each owner of an eligible account or their authorized delegate will need to individually enroll in Exchange OnLine and have their own username and password.
- TYPES OF SERVICES; LIMITATIONS.** The following services are offered through Exchange OnLine, as may be amended from time to time.

- (a) **Funds Transfers.** You may use Exchange OnLine to perform transfers between eligible accounts as allowed per account guidelines.

*Any transfer into an IRA Money Market Account is considered a "Current Year Contribution." Prior year contributions cannot be completed within Exchange OnLine.*

- (b) **Balance Inquiries.** You may use Exchange OnLine to check the current balance and other account information on all of your eligible deposit accounts, and most loan accounts.
- (c) **Account Services.** You may use Exchange OnLine to view images of checks and deposit account statements, place stop payments on checks, download your account information and set up account alerts (e.g., to be notified if an account reaches a certain balance) in addition to other services that may be added from time to time.

- (d) **External Transfers.** External transfers permit you to electronically transfer money between accounts with us and at other financial institutions that are located in the United States and have valid ABA routing numbers ("Approved Financial Institutions"). You may use external transfers only to make transfers to and from your eligible accounts and any checking, savings or money market accounts at Approved Financial Institutions, from which accounts you must be authorized to execute transactions and for which accounts you have verified your ownership ("Verified Account"). When you transfer funds from a Verified Account at an Approved Financial Institution to your eligible account held by us, the funds may not be available for your use or withdrawal until three (3) Business Days after the transfer is deposited in your eligible account, even if such transfer is reflected in your current balance. You may incur a [fee](#) for transferring funds from your eligible account held by us to a Verified Account at an Approved Financial Institution. **You should NEVER allow someone else to convince you to set up an external transfer account to pay a bill, fine, taxes or for any other reason. This is a scam.**

- (1) **Processing Time.** We will begin processing a transfer request on the same day as the request only if we receive the request prior to 3:00 p.m. Central Time on Business Days. If you schedule an external transfer, you may delete or edit the transfer request until 3:00 p.m. Central Time on the scheduled transfer date.
- (2) **Limitations.** You may only make transfers to or from your eligible account held by us and Verified Accounts at Approved Financial Institutions. You agree to not transfer funds to or from an eligible account held by us and a Verified Account at an Approved Financial Institution unless you have authority to do so. For security reasons, we have put a limit on the dollar amount you may transfer between eligible accounts as may be communicated to you and amended from time to time.

- (e) **Bill Payment:** Please see specific Exchange OnLine Bill Payment Schedule.

- (f) **Mobile App Access.**

- (i) Access to our mobile app services ([Mobile Privacy Disclosure](#)) requires an active mobile number.
- (ii) Android and iPhone apps are available for download through Google Play (Android) or the App Store (iPhone).
- (iii) We will not be liable for any delays or failures in your ability to access Exchange OnLine using the Mobile Banking app (the "Mobile App"). Access to the Mobile App may be impacted by your mobile carrier's service area.

- (iv) You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

(g) **Mobile Check Deposit:**

- (i) **Mobile Check Deposit.** The “Mobile Check Deposit service” allows you to make deposits of paper checks as an electronic check or a substitute check (as defined by federal law) (each an “Item”) to your checking accounts or savings accounts held with us by capturing an electronic image of the Item with the capture device (such as a camera on your mobile device, if you are utilizing mobile banking) and submitting images and associated information to us for processing. The Mobile Check Deposit service is only available in the Mobile App.

- (ii) **Eligible Items.** You agree that you will **not** use the Mobile Check Deposit service to deposit any of the following Items:

- (1) Items originally payable to any person or entity other than you;
- (2) Items drawn on a financial institution located outside the United States;
- (3) Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent;
- (4) Items prohibited by our current procedures relating to the Mobile Check Deposit service or which are otherwise not acceptable under the terms of your checking or savings account;
- (5) Checks or items that are remotely created checks as defined in Regulation CC;
- (6) Electronically created items; and
- (7) The following specific items:
  - Foreign checks
  - Travelers checks
  - Money orders
  - Temp checks or counter checks
  - Savings Bonds

- (iii) **Image Quality and Duplicate Deposit.** The image of an Item transmitted using the Mobile Check Deposit service must be legible and clear. It must not be altered. It must capture all pertinent information from both sides of the Item. Image quality must comply with industry requirements established and updated by the ANSI, Federal Reserve Board and any other regulatory agency.

- (iv) **Endorsement.** All items deposited through Mobile Check Deposit shall include the following specific handwritten or stamped endorsement. “For Mobile Deposit Only at National Exchange Bank & Trust” and signature of all payees. The endorsement item may not contain changes that cannot be determined (white out or black out). Any change must be discernable.

- (v) **Processing Time and Availability of Funds.** If we receive the image of an Item for deposit on or before 5:00 p.m. Central Time on a Business Day, we will consider that day the day of deposit. If we receive the image of an Item for deposit after 5:00 p.m. Central Time or on a weekend or on a non-Business Day, we will consider the next Business Day as the day of deposit. Funds will be available as outlined in our Funds Availability Policy.
- (vi) **Disposal of Transmitted Items.** You agree to safeguard and keep the original Item for 15 Business Days after you have transmitted the Item. After 15 Business Days following the deposit using the Mobile Check Deposit service, if you have verified that the funds have been credited to your account, you agree to mark the item as “VOID” and properly dispose of it to ensure it is not presented for deposit again.
- (vii) **Restrictions and Limitations.** You agree:
  - (1) Only Items that originated as paper Items and no third party or electronically created items may be deposited using the Mobile Check Deposit service;
  - (2) After you submit an Item for deposit using the Mobile Check Deposit service you will not redeposit or otherwise transfer or negotiate the original Item;
  - (3) Not to deposit Items into your account unless you have authority to do so;
  - (4) To adhere to the deposit limitations regarding the amount and number of mobile deposits as outlined on [nebat.com/mobile-deposit](http://nebat.com/mobile-deposit);
  - (5) After you submit an Item for deposit you are solely responsible for the storage or destruction of the original Item;
  - (6) The electronic image of the Item will become the legal representation of the Item for all purposes; and
  - (7) Any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn.
- (viii) **Minimum Hardware and Software Requirements.** In order to use the Mobile Check Deposit service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us in the [Security Schedule](#), including an Internet enabled mobile device as specified by us.
- (ix) **Eligibility, Termination and Changes.** You must meet the eligibility requirements in order to use the Mobile Check Deposit service. We have the right to suspend or terminate the Mobile Check Deposit service at any time if you or your account(s) do not meet the eligibility requirements for the service. We also reserve the right to change the Mobile Check Deposit service at any time.
- (x) **Errors.** You agree to notify us of any suspected errors related to your deposits through the Mobile Check Deposit service immediately and no later than thirty (30) days after the applicable account statement is provided.
- (xi) **Interruptions.** The Mobile Check Deposit service may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions or negative impacts to the Mobile Check Deposit service and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

- (xii) **Indemnification.** Notwithstanding any other provision contained herein, you agree to indemnify, defend and hold us harmless from and against any claims, losses, liability, cost and expenses (including reasonable attorney fees) arising from your use of the Mobile Check Deposit service. In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and indemnify us and our directors, employees, and agents from and against all claims of any sort by third parties resulting from the fact that the image or information in connection with the electronically created item was not derived from a paper check. This obligation survives termination of this Agreement.
  
- (h) **eStatements & eNotices.** If you choose to receive statements, notices or tax documents through Exchange OnLine, you will be required to agree to the National Exchange Bank & Trust eStatement and eNotice Agreement & Disclosure. By choosing to receive National Exchange Bank & Trust eStatements and eNotices (“eDisclosures”), you will receive them for all selected eligible Accounts viewable in Exchange OnLine.
  
- (i) **Alerts and Communications.** We will automatically send you electronic alerts related to security events and changes to your profile that you cannot turn off. To set up optional alerts, login to Exchange OnLine and visit the “Alerts” section under “Tools.”
  - (i) Alerts are provided as a convenience to our customers, and we shall not be liable to you for any damages whatsoever arising in connection with the accuracy and completeness of information or timeliness of alert messages supplied through Exchange OnLine Internet Banking regarding your Account. As general guidelines for Exchange OnLine Alerts, please note the alert timing outlined at [nebat.com/personal-alerts.html](http://nebat.com/personal-alerts.html). These timelines are a guideline and may vary based upon your service provider and system maintenance.
  
  - (ii) By selecting “I Would Like To Receive SMS Text Messages To This Number” inside Exchange OnLine you are providing us your mobile number, you consent to receiving SMS messages, including text messages from us which may include offers from us. Message frequency depends on your selections, activities and product relationship. You can opt out at any time to optional SMS messages by texting STOP in response to an SMS Message. Varying message categories may require multiple opt-outs.
    - (1) Your wireless carrier’s standard messaging and data rates apply to your entry or submission message, our confirmation and all subsequent SMS (text message) correspondence. National Exchange Bank & Trust does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.
  
    - (2) You represent that you are the owner, or authorized user of the wireless number provided, and that you are authorized to approve the applicable charges.
  
    - (3) We will not be liable for any delays or failures in your receipt of any alert, inaccuracies in alert information or actions you take when relying on the information in an alert. SMS message services are provided on an AS IS, AS AVAILABLE basis.

- (4) Data obtained from you in connection with the SMS service may include your mobile phone number, your carrier's name, and the date, time and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property.
  - (5) The service as well as the content and materials received through the service are proprietary to us and our licensors and are for your personal, non-commercial use only. You shall not damage, impair, interfere with or disrupt the service or its functionality.
  - (6) The service is available only in the United States.
  - (7) We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.
  - (8) We do not charge for help or info messages; however, your normal carrier rates apply.
- (j) **Financial Wellness:**
- (i) Financial Wellness allows you to link external personal accounts for you to view your accounts from other financial institutions in one place. You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other websites, and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree to not link non-personal accounts into your Exchange OnLine profile.
  - (ii) The information provided by Financial Wellness is solely for you to use to make your own financial choices. The Financial Wellness service is not a financial adviser and is not intended to provide financial advice. We do not make any representations, warranties, or guarantees of any kind that the service is appropriate for you. We are not liable for any damages incurred related to use of the Financial Wellness service and is not responsible for any misuse or misappropriation of information delivered to you via Financial Wellness or in any other way.
  - (iii) By using the service, you authorize us to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant us a limited power of attorney, and you hereby appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY.

You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third-party account providers accessible through the service. You acknowledge that through the use of this service, your financial institution shall have access to your account credentials, including, but not limited to login username and passwords. You further acknowledge that we make no representation as to the accuracy of information provided by third party sites.

(k) **Savvy Money:**

- (i) To use SavvyMoney you must be a National Exchange Bank & Trust accountholder, resident of the United States or any United States territory or possession and at least 18 years old. We may modify these eligibility requirements or determine additional eligibility requirements in our sole discretion at any time.
- (ii) Your data will be processed in accordance with the National Exchange Bank & Trust Privacy Policy. The circumstances under which we may provide information about your Accounts to affiliates and/or third parties are as set forth in our current [Privacy Notice](#).
- (iii) Some or all features of SavvyMoney may not be available to you in certain circumstances, including but not limited to if you have limited or no credit reporting agency data, if your National Exchange Bank & Trust account is closed or recently opened, or if we are unable to verify your identity.
- (iv) To access SavvyMoney, you may be required to provide personal information and other information to register and enroll for the applicable SavvyMoney Service. You must provide current and accurate information when registering and enrolling. You agree to not share your password with any third party, and you agree to not impersonate, or to use the username or password, of another person. You agree to notify us immediately of any unauthorized use of the SavvyMoney Service and of any loss, theft, or disclosure of your password. Failure to comply may result in loss of your access to SavvyMoney Service.
- (v) You understand that by checking the authorization box and “I Accept” during enrollment for SavvyMoney, you agree to these terms and conditions to the extent applicable now and in the future.
- (vi) Obtaining your credit score through SavvyMoney does not affect your credit score. If you choose to apply for additional products and services that we offer (including extensions of credit), we may need to obtain your credit report, which can affect your credit score. The credit score displayed within Exchange OnLine may not align to the credit score obtained by National Exchange Bank & Trust for making credit extension decisions.
- (vii) Any National Exchange Bank & Trust account information provided to you through the SavvyMoney Service is not the official record of your National Exchange Bank & Trust account or its activity. Your National Exchange Bank & Trust account statements, furnished to you by National Exchange Bank & Trust in paper format, or electronically if you are enrolled in paperless statements service, are the official record of your account and your account activity.

- (viii) We may, from time to time, in our sole discretion, introduce new features to SavvyMoney or modify or remove existing features of SavvyMoney. We will notify you of any new, modified, or removed features as required by applicable law. By accessing or using any new or modified features, you agree to be bound by and comply with the terms and conditions governing those features.
- (ix) IN ADDITION TO AND WITHOUT LIMITING THE GENERAL TERMS AND CONDITIONS (EXCLUSION OF LIABILITY AND WARRANTIES), ANY DATA AND OTHER INFORMATION THAT YOU OBTAIN THROUGH SAVVYMONEY IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NATIONAL EXCHANGE BANK & TRUST MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES WILL BE CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE, INCLUDING, THAT SUCH DATA AND OTHER INFORMATION WILL BE COMPLETE, ACCURATE, AND VALID, AND NATIONAL EXCHANGE BANK & TRUST EXPRESSLY DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES. NATIONAL EXCHANGE BANK & TRUST EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIM ANY LIABILITY ARISING OUT OF OR BASED UPON YOUR USE OF ANY SUCH DATA AND OTHER INFORMATION.
- (x) You may terminate your account with SavvyMoney at any time by (1) canceling your account through the program or (2) notifying SavvyMoney at [cancel@savvymoney.com](mailto:cancel@savvymoney.com) or in writing at our contact information below. If you have more than one account with SavvyMoney, you will need to terminate each account separately.
- (xi) We may restrict, suspend, or terminate your enrollment in or access to SavvyMoney in whole or in part, at any time, and for any reason or no reason without prior notice.
- (xii) We are not a "credit repair organization" as defined under the Credit Repair Organizations Act and any other applicable laws, and we do not provide "credit repair" services, or advice regarding or assistance with "rebuilding" or "improving" your credit history, rating, or record, or other similar services.

(l) **Person-to-Person Payments:**

Person-to-Person Payments. The person-to-person payment feature in online banking is a convenient method to pay other people you know and trust. Once you decide to use the person-to-person feature to make a payment to someone, you understand that by selecting the service through National Exchange Bank & Trust's online banking and accepting these terms and conditions, you authorize National Exchange Bank & Trust to post transactions generated by person-to-person functionality through your National Exchange Bank account ("Designated Account") to another account at a U.S. financial institution or person-to-person payment solution for payment to another individual. You understand and agree that National Exchange Bank & Trust uses a variety of banking channels and facilities to make payments for person-to-person transactions. All payments to another person made through online banking are subject to all terms and conditions within this Agreement and all other agreements connected with your accounts.

In addition, you understand that you may receive funds through a person-to-person service from a payment generated by another individual. You hereby acknowledge that the receipt of money from another person is subject to the terms and conditions of other account agreements between you and National Exchange Bank & Trust.

You understand and agree that when you initiate a payment using the person-to-person feature of

your National Exchange Bank & Trust online or mobile banking account, the processing of the payment will begin and the debit from your account may occur immediately. Receipt of the funds by the recipient will be dependent on the acceptance of the payment by the recipient and whether information requested from the recipient has been provided. Once funds are sent by the user, those funds may not be retrievable.

You understand and agree that National Exchange Bank & Trust is relying upon the information you provide when originating a payment on your behalf. All transactions done using the person-to-person service in Exchange OnLine should be conducted with individuals (not business entities) and with people you know and trust. Any errors, including incorrect or inconsistent recipient names, email addresses, mobile phone numbers or account numbers are your responsibility. You understand and agree that National Exchange Bank & Trust has no responsibility to investigate discrepancies between names, email addresses, mobile phone numbers or account numbers. You further understand that financial institutions holding recipient accounts are not responsible for investigating discrepancies between names and numbers. By using the person-to-person service, you are authorizing us to debit your account and send funds to the recipient. You acknowledge and agree that we are not responsible for determining the identity of the party who receives the funds. Your funds may not reach the intended recipient because of errors made by you or the recipient, and you could lose all the funds.

- (i) **Service Providers.** You agree that we have the right to delegate to any unaffiliated third-party company that arranges for person-to-person payments to customers of any U.S. financial institution all of the rights and performance obligations that we have under this Agreement and will be entitled to all rights and protections under that this Agreement provides to us. It is the responsibility of the sender and recipient of funds to provide accurate information. You authorize us, directly or through third parties, to make any inquiries considered necessary to validate your identity. If any information you provide to us is fraudulent, we reserve the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.
- (ii) **Transaction Timing.** Payments conducted through person-to-person services may be completed in real time (i.e. instantaneously) or there may be a slight delay in the debiting and/or crediting of a particular account. You understand and acknowledge that there may be a delay in the debiting or receipt of funds through online banking. Neither us nor the third-party provider is responsible for any delays in the transfer of funds or the posting of funds to the recipient's account.
- (iii) **Person-to-Person Limitations.** There are transaction limits for dollar amounts and number of payments to another person through online banking. The introductory limit varies but may be as low as \$200 per transaction and limited to five transactions per day. Weekly and monthly limits also apply. We may modify or create limits on amount and frequency of person-to-person payments at any time. If you have questions about your person-to-person limits, contact your local National Exchange Bank & Trust office.
- (iv) **Claiming Payments.** Payments may require the recipient claim the funds within 72 hours from when funds are sent. The recipient is directed to the person-to-person site to claim their funds. If payment is not claimed, funds will be refunded.

- (v) **Cancellation of Payment.** Funds that are credited to the recipient's account cannot be recalled by us. A payment may not be cancelled after the transfer is completed on the receiving end. An unclaimed payment may be eligible for cancellation by the sender in online or mobile banking. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the transfer. We have no obligation to cancel the transfer or to reimburse funds that were transferred according to your instructions.
- (vi) **Rejections of Payments.** Payments to another person may not be completed for various reasons, in our sole discretion. For example, if information provided for the recipient is inaccurate or if identity verification is not completed, the payment may be placed on hold or the amount of the payment may be returned to your account. Similarly, if you have insufficient funds in your accounts or the payment is otherwise prohibited by the terms of this Agreement, the payment may not be completed.
- (vii) **Insufficient Funds.** We may reject any transfer request and may terminate your use of the person-to-person service for any reason including, but not limited to, initiating a transfer without sufficient funds in your account. We have no obligation to conduct a transfer if there are not sufficient funds in your account. You will reimburse National Exchange Bank & Trust immediately upon demand for any transaction amount delivered for which your account does not contain sufficient funds. In addition, you will reimburse us for any fees or costs we incur in attempting to collect any amounts from you. We are authorized to report the return of a transaction to any credit reporting agency.
- (viii) **Prohibited Payments.** The following types of payments are prohibited through the person-to-person services, and we have the right, but not the obligation, to monitor for, block, cancel or reverse such payments in discretion:
  - (1) Payments to or from individuals located outside of the United States;
  - (2) Payments that violate any law, statute, ordinance or regulation;
  - (3) Payments that violate any term or condition of this Agreement or any agreement governing your accounts;
  - (4) Payments to anyone other than an individual; and
  - (5) Payments prohibited by any financial institution at which a sender or recipient maintains an account.

Except to the extent required by applicable law, we will not be liable for any claims or damages resulting from your initiation of prohibited payments.

- (ix) **Receiving Payments.** As a recipient, you authorize us to credit your applicable account for payments remitted to you by a sender without further approval from you. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the sender to send them to you. You acknowledge and agree that in the event that funds are transferred into your account as a result of a payment and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us to withdraw from your account an amount equal to the amount of funds improperly transferred to you.

- (x) **Third-Party Fees.** You understand and acknowledge that the use of third-party services may result in a payment fee being applied by the third-party vendor to any transferred funds. Such fees are governed by any agreements and disclosures provided by the applicable third-party vendor. National Exchange Bank & Trust is not liable or responsible for any such transaction fee. A separate fee may be charged for each transfer.
- (xi) **Proprietary Rights.** You acknowledge and agree that National Exchange Bank & Trust and parties with whom it has contracted own all rights in and to the person-to-person service. As such, you understand that you are only allowed to use the person-to-person payment service in Exchange OnLine in the manner designated by this Agreement.
- (xii) **Cancellation / Termination.** Access to the person-to-person service may be suspended or terminated at the discretion of National Exchange Bank & Trust at any time. Cancellation or termination of online banking will also disconnect any ability to continue making person-to-person payments through Exchange OnLine.

4. **BUSINESS DAYS/HOURS OF OPERATIONS.** “Business Days” are Monday through Friday, except Federal holidays and Christmas Eve. We may require that all transactions be performed on a Business Day. You may make transfers between eligible accounts by the applicable cutoff time on a Business Day. If a transfer date falls on a holiday or other non-Business Day, funds are transferred the next Business Day.

5. **UNAUTHORIZED TRANSACTIONS; SECURITY PROCEDURES; LIABILITY.**

- (a) **Unauthorized Transactions.** An “unauthorized transaction” is an transfer or bill payment that does not benefit you and is made by a person who does not have actual, implied, or apparent permission. A transaction by a joint account holder, authorized signer, authorized user or other person with an interest in your account is not an unauthorized transaction. You will be liable for unauthorized transactions in accordance with this Agreement, [the terms and conditions governing your deposit account](#), the [Electronic Funds Transfer Disclosure](#), and applicable law. If you provide your Codes or account information to another individual, you agree that (i) you are authorizing that individual to transact on your accounts unless or until you notify us and we have a reasonable opportunity to act and (ii) to the extent legally permitted, you are wholly responsible and liable for any transactions conducted by such individual.

We may require you to change your usernames and passwords (“Codes”) periodically. We shall have no duty to verify the identity of a person using valid Codes to transfer funds or obtain information. Contact us immediately if you believe someone has obtained your Codes or if someone has transferred or may transfer money from your accounts without your permission. Calling us at 877- 921-7700, is the best way of minimizing your losses. Alternatively, you may write us at: National Exchange Bank & Trust, PO Box 988, Fond du Lac, Wisconsin 54936, Attention: Fraud Department. If your monthly statement or online or mobile banking history contains transactions that you did not make, notify us at once.

- (b) **Security Procedures.** You agree to our [Security Schedule](#) and acknowledge that such security procedures outline a commercially reasonable method of providing security against unauthorized payment instruction. You will be bound by any payment or transfer instruction that we accept in good faith, if we complied with the applicable security procedures or if you did not comply with them. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedures and either we do not so comply, we do not act in good faith, or applicable law requires otherwise, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Although we are liable for a breach of security in our own internal system, you are solely responsible and liable for a breach of security occurring on or in

connection with a computer or computer network owned, controlled or used by you or your agents, by whatsoever means. A breach of security includes, but is not limited to, phishing, pharming, keylogging, or other fraudulent activity enabled by malware. If we do bear responsibility, it shall extend only to losses caused solely and directly by us, and our liability will in any event be limited as expressly provided in this Agreement.

- (c) **Liability.** Other procedures governing unauthorized transactions, and an explanation of your and our liability for such transactions, is set forth in the notice titled [Electronic Funds Transfer Disclosure](#) that was provided with [the terms and conditions governing your deposit account](#).

6. **BANK'S LIMITATION OF LIABILITY.** We will use good faith efforts to complete all of your payments, mobile check deposits, transfers, and any other transaction executed using our Exchange OnLine service properly. Except as otherwise required by law, we will be liable only for our willful misconduct and we will incur no liability if we are unable to complete any payments or transfers properly because of any one of the following circumstances:

- (a) Your designated account does not contain sufficient available funds to complete the payment or transfer, or the payment or transfer would exceed the limit of your designated account's overdraft protection;
- (b) Your failure to follow a payee's payment requirements;
- (c) Your failure to schedule a proper date for payment sufficiently in advance of the date that a payment is due;
- (d) The payee mishandles, delays posting a payment, or refuses or is unable to accept a payment;
- (e) You have not provided us with the correct name(s), address or account information for payees;
- (f) You fail to provide payees or us with your updated or changed personal information, including, but not limited to, your name, address, phone number, email, address;
- (g) Your access to Exchange OnLine has been terminated for any reason;
- (h) Circumstances beyond our reasonable control including, but not limited to, fire, flood or interference from an outside force, prevent the proper execution of the transaction;
- (i) The transfer of your funds is restricted by legal process or holds;
- (j) Delays in any mail service or email service; or
- (k) Any other exceptions stated in this Agreement or related agreements or [the terms and conditions governing your deposit account](#) and [Security Schedule](#).

If you follow all of the procedures described in this Agreement as well as on any online help screens, and if we, solely as the direct result of our error, misdirect or fail to timely send a properly authorized and properly set up payment, then we will reimburse you for any late charge penalty assessed by a payee or financial institution because your payment was received late. If, solely as a direct result of our error, we incorrectly execute the amount of your payment request, then we will credit or debit your account, whichever may be applicable, with the difference between the actual amount that we debited and the proper amount that should have been debited. If, solely as a direct result of our error, we send a payment to an incorrect person, then we will return the improperly transferred funds to your account and subsequently pay the funds from your account to the proper payee or financial institution. In all other events, the risk of incurring and the responsibility for paying any and all late charges or other damages or penalties shall be borne exclusively by you. If you think you are entitled to a reimbursement for a late charge penalty, call us at 920-921-7700.

7. **DAMAGES.** OUR RESPONSIBILITIES ABOVE FOR LATE CHARGES AND INCORRECT OR MISDIRECTED PAYMENTS SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) CAUSED BY THE SERVICES OR THE USE OF THE SERVICES, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER, SOFTWARE, OR ANY INTERNET ACCESS SERVICES.

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 EXCHANGE ONLINE, EXCEPT AS OTHERWISE PROHIBITED BY LAW.

8. **WARRANTY DISCLAIMER.** EXCHANGE ONLINE AND ALL RELATED DOCUMENTATION ARE PROVIDED "AS IS." WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **EQUIPMENT REQUIREMENTS.** You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and Internet access services necessary for performing online services as outlined in the Security Schedule. We will not be responsible for failures from the malfunction or failure of your hardware, software or any Internet access services. You will also need the ability to print or download information we electronically provide to you if you wish to retain copies for your files.
10. **FEES.** If applicable to you and your account, you agree to pay the fees for Exchange OnLine in accordance with our fee schedules and disclosures as established by us from time to time. We may automatically deduct these fees from an eligible account even if they create an overdraft and we may assess the appropriate overdraft fees.

Depending on your plan with your Internet provider or mobile phone carrier, you may incur access and/or data transmission fees for using Exchange OnLine. Check with your Internet provider or mobile phone carrier for more information on applicable fees.

11. **CHANGES; AMENDMENTS; REVISIONS.** We reserve the right, at our discretion, to add, delete, change, modify, alter, or discontinue Exchange OnLine or any aspect, feature, or function of Exchange OnLine at any time, including content, hours, and equipment needed for access or use ("Change(s)"). We also reserve the right, at our discretion, to add, delete, change, modify, or amend any fees, help screens or other terms and conditions of this Agreement at any time (also called, "Change(s)"). Unless an immediate Change is necessary to ensure the security of Exchange OnLine or your accounts, we may send you notice to the mail address or email address we currently possess in our file or by messaging you via Exchange OnLine or posting such notice on Exchange OnLine. If required by law, we will send such notice at least twenty-one (21) days before the effective date of any Changes. If provided electronically, disclosures will be provided to you in one of several ways. These are as follows: (a) via posting such notice on Exchange OnLine, (b) by access to a web site that we will identify at the time the information is available, (c) to the extent permissible by law, by access to a web site that generally we will identify in advance for such purpose, or (d) to the extent permissible by law, by access to an Exchange OnLine message.

Any use of Exchange OnLine after we send you a notice of Changes will constitute your agreement to such Change(s). Further, we may, from time to time, revise or update Exchange OnLine, and/or related material and these changes may render prior versions obsolete.



# National Exchange

Bank & Trust®

12. **TERMINATION OR DISCONTINUATION.** In the event you wish to discontinue any or all of the Exchange OnLine services, you must contact us by speaking to a personal banker in-person or via telephone, or by sending us a letter. Notification of Exchange OnLine discontinuance must be received ten (10) Business Days prior to the actual discontinuance date and if mailed, must be sent to:

National Exchange Bank & Trust  
130 South Main Street  
P.O. Box 988  
Fond du Lac, Wisconsin 54936-0988

Service cancellation requests take up to ten (10) Business Days to process. You should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate Exchange OnLine. We will not be liable for payments or transfers not cancelled or payments or transfers made due to the lack of proper notification by you of service termination or discontinuance for any reason.

We reserve the right to suspend, revoke or terminate your use of Exchange OnLine in whole or in part at any time. Without limiting the foregoing sentence, if you do not access Exchange OnLine for 18 months, we may terminate your access. Suspension, revocation, termination, or discontinuance will not reduce your liability or obligations under this Agreement. Termination will remove all historical transactions, eDocuments, bill pays, bill pay payees and all other user specific information. We will not be liable for failure of payments or transfers to be made due to termination.

You will be responsible for making arrangements to pay any future or recurring payments upon termination.

We also may terminate access upon proper notification of death.

13. **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** We may disclose information about you and your designated account or transactions on your designated account as provided in our [Privacy Notice](#) and the [terms and conditions governing your deposit account](#). In addition, we have the right to obtain and disclose information regarding your designated account or transactions on your designated account from or to a payee or financial institution to resolve problems associated with a payment-posting or funds transfer. We may, from time to time, contact you with marketing materials related to your account and products we offer. We do not now, nor will we ever, rent, sell or in any way share your email addresses with any third party.

14. **MISCELLANEOUS.**

- (a) Your monthly checking account statement will contain information about any bill payment transactions completed during the statement period.
- (b) In the event of a dispute regarding Exchange OnLine, you and we agree to resolve the dispute by looking to the terms and conditions contained in this Agreement and the [terms and conditions governing your deposit account](#) and not to representations made by our employees or agents.
- (c) You agree that only you or your authorized representative may access those accounts.
- (d) Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such a right or provision unless acknowledged and agreed to by us in writing.
- (e) This Agreement shall be governed by and construed in accordance with the laws of the United States and, to the extent state law applies, the laws of Wisconsin.