

National Exchange Bank & Trust eStatement Agreement & Disclosure

This eStatement Agreement (“Agreement”) applies to personal checking, savings, money market, certificate of deposit and loan 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 selected eligible Accounts, 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.

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 in Exchange OnLine. 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.

WHAT ARE ESTATEMENTS?

eStatements allow customers to view statements through Exchange OnLine, National Exchange Bank & Trust’s Internet banking product, in lieu of receiving paper copies of statements in the US Mail. This convenient, secure feature allows you to review your personal statements when it is convenient for you. You will receive a notice through your email address on record in addition to your Exchange OnLine message center when your statement is available for viewing.

To view your online statements at any time, simply sign into Exchange OnLine, select “Statements” in the left navigation and then choose the statement you wish to view.

SERVICE CHARGES

National Exchange Bank & Trust eStatements are provided at no charge to our customers. Access to eStatements requires that paper statements are discontinued. Should the fee structure change, customers will be notified in advance and provided the opportunity to discontinue eStatements and return to paper statements.

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 notices.

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

You may view the email address we have on file on the [Accounts Overview](#) screen or within the [Manage Contact Information](#) screen in the [Customer Service](#) tab in Exchange OnLine.

HOW YOU CAN WITHDRAW CONSENT TO RECEIVE ESTATEMENTS AND DISCLOSURES ELECTRONICALLY

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. 3 – Contact us at 920-921-7700.

For combined statements, the primary account must be “Online” to allow eStatements for all accounts within the combined statement. Your primary account is the first account presented on your combined statement.

We may treat an invalid email 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 select "Paper" for your primary account, all Accounts included on that combined statement will revert to delivery of the eStatements and Disclosures by the U.S. Postal Service.

HOW YOU CAN UPDATE YOUR RECORDS

It is your responsibility to provide us with an accurate and complete email 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 email 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 email or by access to our website using one of the browsers specified in the [minimum requirements](#);
- the ability to access and retain a PDF document ([test](#)); and
- an email account.

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 Statements or 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 may 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.

LOAN PAYMENTS

You understand and agree that although you will no longer receive account statements by mail, you will be responsible for making all payments pursuant to the terms and conditions of the loan agreements and disclosures which may be revised from time to time and remain effective for all other aspects of the account involved. You further understand and agree that the remittance coupon attached to the eStatement is not a valid payment coupon. Payments submitted using this coupon may result in a late or missed payment and be subject to fees and penalties according to my loan agreement.

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.

The terms and conditions in this Disclosure and Agreement only apply to the eStatement service. Provisions in other National Exchange Bank & Trust agreements and disclosures, including but not limited to the National Exchange Bank & Trust Deposit Account Rules and Regulations and in any and all Loan Agreements and Disclosures, may be revised from time to time and remain effective for all other aspects of the Account(s) involved.

CONTENT EFFECTIVE: OCTOBER 1, 2011