

## Exchange OnLine Bill Pay Agreement

By enrolling in Exchange OnLine Bill Pay, National Exchange Bank & Trust's consumer eBanking bill payment solution, and continuing to use National Exchange Bank & Trust's consumer eBanking bill payment solution, you agree to receive this Exchange OnLine Bill Payment Agreement electronically. You also agree to receive all changes and updates to this Agreement and all disclosures, notices and other communications regarding Exchange OnLine Bill Pay electronically.

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.

1. **Single Payments.** "Single Payments" are payments that you enter each time you want to make a payment(s). You schedule the date you want the payment(s) sent ("Payment Date").
2. **Recurring Payments.** "Recurring Payments" are sent automatically on an ongoing basis. You set up payment rules regarding their frequency, amount, and timing. The amount of a Recurring Payment is fixed and will not fluctuate unless you manually change the amount.
3. **Expedited Payments.**
  - (a) "Expedited Payment" is an option in Exchange OnLine that, depending on the Payee and time of day, enables you to expedite a payment. For qualified Payees, Expedited Payments are available for same day or next day processing and posting. Exchange OnLine will determine (A) whether the Expedited Payments option is available to you to make payments to a specific Payee and (B) the date by which your Expedited Payment will be processed (the "Deliver By Date").
  - (b) Depending on specific Payee limitations and the time of day, you may not be able to set up an Expedited Payment for same day processing. If you set up an Expedited Payment after the cutoff time for same day processing, your payment will not be processed until the following Business Day. The cutoff time for Expedited Payments is posted on the Personal Bill Pay page of [nebat.com](http://nebat.com).
  - (c) For accurate processing of an Expedited Payment via overnight check, the street address required for the physical delivery of the Expedited Payment to the Payee must be verified by the initiator of the Expedited Payment. This may not be the address currently associated with the Payee in the "Payments" area of bill payment through Exchange OnLine. Delay in check delivery due to inaccurate check information will be your responsibility. Overnight checks are limited to the contiguous 48 states.
4. **Limitations.** The amount of any Single Payment or Recurring Payment shall not exceed **\$9,999.00**. The amount of any Expedited Payment shall not exceed **\$5,000**. The total amount of all bill payments (Single Payments, Recurring Payments, and Expedited Payments) during any one (1) Business Day shall not exceed **\$20,000**. You may not use bill payment services to (a) pay taxes or make other payments to governmental agencies, or (b) make payments to payees outside of the United States or U.S. territory. Payments to a person or business with an APO or FPO address will be made via paper check.

We reserve the right to refuse to pay a Payee at our discretion, including, without limitation, if (a) your designated account has insufficient available funds, (b) a payee has refused to accept a payment, (c) you attempt to make a payment to a governmental agency or to a payee outside of the United States or a U.S. territory; or (d) you are making or attempting to make payments to a Payee, the underlying purpose of which we believe violates any state or federal law.

5. **Cancellations.** You may cancel a Single Payment or Recurring Payment up to the processing time on a business day as indicated on the Personal Bill Pay page of [nebat.com](http://nebat.com). Once you set up an Expedited Payment, you will not be able to edit or cancel it for any reason.

If your Bill Pay Funding Eligible Account closes or is restricted for any reason, we'll cancel all pending payments associated with the account. It will be your sole responsibility to make all pending and future payments.



# National Exchange

Bank & Trust®

If a paper check is sent and the check is not presented for payment within 90 days, we'll stop payment on the check and credit the check amount back to your Bill Pay Funding Eligible Account.

You have the right to stop or change any scheduled check generated bill payment, if you have submitted your request in time to provide us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your bill by calling 877-921-7700.

Stop payment requests are not guaranteed: for example, payees can present paper check payments to their bank before the stop payment has been properly processed, and once a paper check has been cashed by the payee or credited to the payee's account it cannot be stopped. If we successfully stop the payment of a paper check, it may take up to seven Business Days for the funds to be credited back to your account.

6. **Authorization.** You authorize us to follow your payment instructions. You are responsible for having sufficient available funds on deposit to make payments in full or transfers on scheduled dates. You authorize us to make payments by electronic, paper or other means we determine appropriate.
7. **Processing date.** For a Single Payment, we will deduct your payment(s) from your account within two (2) Business Days of the Payment Processing Date. For Recurring Payments, we will deduct your payment from your account on the start date ("Start Date") or within two (2) Business Days of the Start Date. We will deduct subsequent payments from your account using the Start Date as a reference point. We will initiate payments to payees designated by you ("Payees"). While certain payments may be processed on the next Business Day, others may require three (3) to five (5) Business Days before we can process them. When entering your desired payment, the screen will prompt you as to the earliest available processing date. If a Payee does not accept electronic payments, you authorize us to make payment by check. We may, but need not, deduct these payments from your designated account even if they create an overdraft.

The date a Payee credits a payment depends upon the Payee's payment processing procedures and any specific requirements for payments, as well as delays in receiving a payment. We will not be responsible for: (a) delays in crediting payments by a Payee that are the result of these procedures; (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 a payment is due; (d) delays in any mail service or (e) other exceptions stated in this Agreement.

8. **Termination.** Upon termination of the bill payment service, you will be responsible for making arrangements to pay any future or recurring payments.