

ELECTRONIC SERVICES AGREEMENT

Electronic Disclosure and Consent

To the extent that you have given your e-sign consent, if such consent is required, you agree to receive this Electronic Services Agreement covering consumer online banking and eBanking Products (“Agreement”) electronically. You also agree to receive all changes and updates to this Agreement and all disclosures, notices and other communications regarding our internet 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.

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

We may, from time to time, contact you with marketing material 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.

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.”

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. **GENERAL.** This Agreement applies to the online 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, the Administrator (as defined herein), and the person enrolling in Exchange OnLine and thereby agreeing to this Agreement. References to “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.
2. **ELIGIBLE ACCOUNTS.** To use Exchange OnLine, you must have an eligible account. Eligible accounts for online banking include National Exchange Bank & Trust checking accounts, savings accounts, money market accounts, CDs and IRAs, as well as consumer 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 consumers. 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.
3. **TYPES OF SERVICES; LIMITATIONS.**
 - (a) **OnLine Banking:**
 - (i) **Funds Transfers.** You may use online banking to perform unlimited transfers between eligible accounts.
 - (ii) **Balance Inquiries.** You may use online banking to check the current balance and other account information on all of your eligible deposit accounts, and most loan accounts.
 - (iii) **Account Services.** You may use online banking to view images of checks and deposit account statements, place stop payments on checks, download your account

information to personal management software and set up account alerts (e.g., to be notified if an account reaches a certain balance).

- (iv) **Account Opening.** You may open a checking, savings, money market, or Certificate of Deposit account using an eligible National Exchange Bank account or authorized account at another Financial Institution.
 - (v) **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 make withdrawals 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 will incur a [fee](#) for transferring funds from your eligible account held by us to a Verified Account at an Approved Financial Institution.
 - (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 6:00 p.m. Central Time. If you schedule an external transfer, you may delete or edit the transfer request until 6:00 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. You may use external transfers to perform 3 transfers per day or 15 transfers per month between eligible accounts; provided, however, that you may not perform more than six (6) transfers per month from any savings or money market account. In any one (1) Business Day, the total aggregate amount of all transfers to Verified Accounts from eligible accounts held by us shall not exceed \$2,500.00. In any one (1) Business Day, the total aggregate amount of transfers from Verified Accounts to eligible accounts held by us shall not exceed \$2,500.00. In any one (1) month, the total aggregate amount of all transfers to or from eligible accounts or to or from Verified Accounts shall not exceed \$2,500.00.
- (b) **Bill Payment:**
- (i) **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").
 - (ii) **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.
 - (iii) **Expedited Payments.**
 - (1) "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").
 - (2) 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 bank's website.

- (3) 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.
- (iv) **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.
- (v) **Cancellations.** You may cancel a Single Payment or Recurring Payment up to the time specified on the bank's website. **Once you set up an Expedited Payment, you will not be able to edit or cancel it for any reason.**
- (vi) **People Pay Payments.** People Pay is a convenient method to pay other people you know and trust. Once you decide to use People Pay to make a payment to someone, you understand that by selecting the People Pay 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 People Pay through your National Exchange Bank account ("Designated Account") to another account at a U.S. financial institution 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, but will ordinarily use an Automated Clearing House (ACH) Network for People Pay transactions. All payments to another person made through People Pay 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 the People Pay 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 from your National Exchange Bank & Trust checking account or Money Market account using People Pay, 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 are not 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 People Pay 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.

Bank & Trust

- (1) **Cut-off Times.** Depending on the type of payment method selected, payments conducted through People Pay 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 People Pay.
- (2) **People Pay Limitations.** There are transaction limits for payments to another person through the People Pay service. The limits are determined by your selected payment method, as described in the following table:

| Method of Payment | Transaction Limit | Aggregate Limit Per Day |
|--|--------------------------|-------------------------|
| Send to Bank Account | \$750.00 per transaction | \$1,500.00 per day |
| Send to Email or Mobile Number (hereinafter referred to as "Recipient Chooses") | \$250.00 per transaction | \$500.00 per day |

- (3) **Scheduling Payments.** Payments sent to an email address or mobile phone number require that the recipient claim the funds within 10 calendar days. The recipient is directed to the People Pay site in order to claim their funds. They can either have the payment sent to their bank account.

Payments sent to a bank account require knowledge of the recipient's bank routing number and account number.

- (4) **Cancellation of Payment.** A payment request that has been initiated through Recipient Chooses may not be cancelled unless the recipient has not yet claimed the payment. A payment request that has been initiated using Send to Bank Account may not be cancelled. Inquiries on cancellations must be directed to Online Banking Support at 1-877-921-7700 or 920-921-7700.
- (5) **Expired Payments.** Payments conducted through Recipient Chooses will expire in 10 calendar days.
- (6) **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. An email alert will be sent notifying you of the error.
- (7) **Insufficient Funds.** 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.
- (8) **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.

- (9) **Proprietary Rights.** You acknowledge and agree that National Exchange Bank & Trust and parties within whom it has contracted own all rights in and to the People Pay service. As such, you understand that you are only allowed to use People Pay in the manner designated by this Agreement.
- (10) **Termination.** Access to the People Pay service may be suspended or terminated at the discretion of National Exchange Bank & Trust at any time. Cancellation of the People Pay service is not required as it is a service provided through the National Exchange Bank & Trust Online Banking connection. However, should you cancel your Online Banking through National Exchange Bank & Trust; you will also disconnect any ability to continue making payments through the People Pay service.
- (11) **Rules and Regulations.** This product is governed in addition to this Agreement by all rules and regulations associated with your checking account, the Electronic Services Agreement and Disclosure, and the Electronic Funds Transfer Act.
- (12) **Age Requirement.** For the use of External Transfers, Bill Pay and People Pay Payments, you represent and warrant that you are at least 18 years of age.
- (c) **Remote Deposit Capture:**
- (i) **Remote Deposit Service.** The remote 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.
- (ii) **Eligible Items.** You agree that you will not use the remote 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; or
 - (4) Items prohibited by our current procedures relating to the remote deposit service or which are otherwise not acceptable under the terms of your checking or savings account; or
 - (5) Checks or items that are remotely created checks as defined in Regulation CC; or
 - (6) Electronically Created Items. 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.
 - (7) In addition to the checks or items listed above, the following specific items are not eligible for the mobile deposit service:
 - Foreign checks
 - Travelers checks

Bank & Trust

- Money orders
 - Temp checks or counter checks
 - Savings Bonds
- (iii) **Image Quality and Duplicate Deposit.** The image of an Item transmitted using the remote 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 Remote Deposit Capture shall include the following specific handwritten or stamped endorsement. "For Mobile Deposit Only at National Exchange Bank & Trust" and signature of all payees.
- (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 remote 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 remote deposit service;
 - (2) After you submit an Item for deposit using the remote 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) The total aggregate amount of all deposits using the remote deposit service will not exceed \$2,000.00 each day, and the total aggregate amount of deposits will not exceed \$5,000.00 during any 5-Business Day period;
 - (5) Not to deposit any single item that exceeds \$2,000.00;
 - (6) After you submit an Item for deposit you are solely responsible for the storage or destruction of the original Items;
 - (7) The electronic image of the Item will become the legal representation of the Item for all purposes; and
 - (8) 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 remote deposit service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us, 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 remote deposit service. We have the right to suspend or terminate the remote 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 remote deposit service at any time.

- (x) **Errors.** You agree to notify us of any suspected errors related to your deposits through the remote deposit service immediately and no later than thirty (30) days after the applicable account statement is provided.
- (xi) **Interruptions.** The remote deposit service is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. The remote 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 remote 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 remote deposit service. This obligation survives termination of this Agreement.

(d) **eStatements:**

- (i) This applies to any account ("Account") you have with National Exchange Bank & Trust. By choosing to receive National Exchange Bank & Trust eStatements and eNotices ("eDisclosures"), you will initially receive them for all accounts opened via the Online Account Creation process and all selected eligible Accounts viewable in National Exchange Bank & Trust's Internet banking product Exchange OnLine. You may view up to 18-months history of eStatements online upon agreement.

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 Accounts screen in Exchange OnLine under the More-Customer Service menu. 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.

- (ii) **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 and/or a text alert 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 "Documents" within the More menu and then choose the statement you wish to view.

- (iii) **Service Charges.** National Exchange Bank & Trust eDisclosures are provided at no charge to our customers. Access to eStatements requires that paper statements are discontinued. Any images of checks normally received with your paper statement also will be discontinued. Images of these checks are available at no charge within your account activity in Exchange OnLine. Should the fee structure change, customers will be notified in advance and provided the opportunity to discontinue eStatements and return to paper statements. A monthly service fee may be charged for the return of check images in paper statements.
- (iv) **Disclosures we will Provide to You Electronically.** When you request eDisclosures 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 may

discontinue sending paper Disclosures to you. We may provide eDisclosures to you electronically unless and until you withdraw your consent as described below. Your consent to receive eDisclosures 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.

(v) **How we will Provide Disclosures Electronically.** All eDisclosures will be provided to you electronically in one of several ways. These are either:

- via the “More-Documents” menu option in Exchange OnLine,
- by Exchange Online message center or email at the most current address we have on record,
- 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
- 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 by logging into Exchange OnLine and reviewing the address posted on the Accounts page or the “Contact Information” page within the More – Customer Service menus

(vi) **How you can Withdraw Consent to Receive eStatements and Disclosures Electronically.** If you no longer wish to receive eDisclosures for an account, you may revert to paper in Exchange OnLine via one of these methods. 1 - Go to the More-Customer Service menu and click “Document Delivery.” Choose “Paper” from the drop-down menu. 2 – On the All-Settings menu, click on “Document Delivery” 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 eDisclosures electronically. We will not charge you a fee to process the withdrawal of your consent. If you withdraw your consent to receive eDisclosures 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 Statements and Notices by the U.S. Postal Service. Choosing eDisclosures for any one account upon which you are the primary account owner constitutes your agreement that all non-account specific disclosures may be delivered to you electronically.

If you withdraw your consent to receive eDisclosures, you must re-consent electronically. Please note that upon withdrawal of your consent, access to previous electronic statements is no longer available. Users should download and/or print copies of statements for retention purposes. Requests for copies of historical statements may incur a fee as outlined in Account Services Pricing.

- (vii) **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 Agreement and your Account(s). You must maintain and promptly update this information with any changes. You may update your email, phone and physical address in the Customer Service menu of Exchange OnLine. (Please see “How We Will Provide Disclosures Electronically” above.) You may also call us at 1-877-921-7700.
- (viii) **Hardware and Software Requirements.** In order to access, view, and retain eDisclosures, you must have:
- a device that supports our current posted technical specifications;
 - a connection to the Internet that allows for receiving, accessing, displaying and either printing or storing eDisclosures you receive from us;
 - the ability to access and retain a PDF document (test); and
 - an email account.
- (ix) **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 eDisclosures provided to you electronically pursuant to your authorization and Account Services Pricing. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any eDisclosure. We will not send you a paper copy of any eDisclosure unless you request it or we otherwise deem it appropriate to do so. You may obtain a paper copy of an eDisclosure provided to you electronically either by printing it yourself or by requesting that we mail you a paper copy within our required retention timeframe.
- (x) **Disclosures in Writing.** All eDisclosures 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 eDisclosures plus any changes to that authorization and any other important eDisclosures for your records.
- (xi) **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 your loan agreement.
- (xii) **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.

- (xiii) **Termination/Changes.** We reserve the right, at our sole discretion, to discontinue providing eDisclosures to you electronically, or to change or terminate the terms and conditions under which we provide eDisclosures electronically. We will provide you with notice of any such termination or change as required by law.

The terms and conditions in this Agreement only apply to the eStatement and eNotice service. Provisions in other National Exchange Bank & Trust agreements and disclosures, including but not limited to the National Exchange Bank & Trust Deposit Account Agreement 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.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR PAYMENTS. Notify us as soon as you can via one of the following:

1. Call us at 920-921-7700 or 1-877-921-7700, Monday thru Friday, between 8:30 a.m. and 5:00 p.m. Central Time
2. Send us an email using the Online Banking application's e-messaging feature
3. Write us at: NATIONAL EXCHANGE BANK & TRUST, P. O. Box 988, Fond du Lac, WI 54936-0988

If you think that your statement is wrong or you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after you received the FIRST statement on which the problem or error appeared.

1. Provide us with your name and account number;
2. Describe the error or the transaction in question and explain as clearly as you can why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within 10 business days.

4. **AUTHORIZATION FOR SERVICES; BILL PAYMENT.**

- (a) **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.
- (b) **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.

- (c) **Limitations.** 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. In our sole discretion, we may refuse to process any transaction that exceeds any limitation set forth in Section 3.
- (d) **Termination.** Upon termination of the bill payment service, you will be responsible for making arrangements to pay any future or recurring payments.
5. **BUSINESS DAYS/HOURS OF OPERATIONS.** “Business Days” are Monday through Friday, except Federal holidays. 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. For bill payments, you may add, delete or edit a Single Payment up to the applicable cutoff time on the Payment Date. A Recurring Payment may be added, deleted or edited by the applicable cutoff time at least one (1) Business Day prior to the Payment Date. All applicable cutoff times are posted on the National Exchange Bank & Trust website (Remember: modification of a Recurring Payment or transfer instruction will affect all future payments or transfers associated with that payment or transfer.)
6. **UNAUTHORIZED TRANSACTIONS; SECURITY PROCEDURES; LIABILITY.**

- (a) **Unauthorized Transactions.** An “unauthorized transaction” is an online banking 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.

We may require you to change your user IDs 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 920-921-7700, is the best way of minimizing your losses. Alternatively you may fax us at 920-923-7021 or write us at: National Exchange Bank & Trust, PO Box 988, Fond du Lac, Wisconsin 54936, Attention: Fraud Department. If your monthly statement or online 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](#).

7. **BANK'S LIMITATION OF LIABILITY.** We will use good faith efforts to complete all of your payments properly. However, to the extent allowed by applicable law, 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 credit 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, e-mail, address, username and password;
 - (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 e-mail 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.

8. **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.

9. **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.
10. **EQUIPMENT REQUIREMENTS.** You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and Internet access services necessary for performing online services. We will not be responsible for failures from the malfunction or failure of your hardware, software or any Internet access services. You agree to utilize the hardware, software and other system requirements we disclose at www.nebat.com, which may be amended from time to time. 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.

11. **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.

12. **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 will send you notice to the mail address or e-mail 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) by e-mail at the e-mail address we have on record, (b) by access to a web site that we will identify in an e-mail notice we send to you 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 online banking 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.

13. **TERMINATION OR DISCONTINUATION.** In the event you wish to discontinue any or all of the Exchange OnLine services, you must contact us in writing. Written notice of Exchange OnLine discontinuance must be received ten (10) Business Days prior to the actual discontinuance date and must be sent to:

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

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 ninety (90) consecutive days, we may terminate your access. Suspension, revocation, termination, or discontinuation will not reduce your liability or obligations under this Agreement.

Since 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.

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

14. **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.

15. **MISCELLANEOUS.**
(a) Your monthly checking account statement will contain information about any bill payment transactions completed during the statement period.



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- (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 anyone with an ownership interest in your accounts 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.