

National Exchange Bank & Trust eStatement and eNotice Agreement & Disclosure

This eStatement and eNotice Agreement (“Agreement”) 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 will begin accruing an 18-month 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.

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.

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.

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.

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.

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](#).

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 [More- 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.

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.

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.

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.

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.

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 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.