

National Exchange Bank & Trust Mobile & National Exchange Bank & Trust Text Banking Terms and Conditions of Use

END USER TERMS

This service is provided to you by National Exchange Bank & Trust and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and National Exchange Bank & Trust. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

NATIONAL EXCHANGE BANK & TRUST TERMS AND CONDITIONS

Thank you for using National Exchange Bank & Trust Mobile Banking and National Exchange Bank & Trust Text Banking.

To use National Exchange Bank & Trust Mobile Banking and Text Messaging, you must have an active UserID and Password for Exchange OnLine, National Exchange Bank & Trust's Internet banking service. You agree that you have read and agreed to the Electronic Services Agreement (Consumer Online Banking and Bill Payment Agreement) which applies to these Mobile Banking Terms and Conditions of Use and, without limiting the foregoing, contains the terms and conditions applicable to your use of our remote deposit capture service. You also acknowledge and agree to these End User Terms which supplement the Electronic Services Agreement and Security Schedule when you enroll in Mobile Banking and/or Text Messaging.

For mobile banking, go to nebat.com on your mobile device, select Account Login and choose Exchange OnLine. Download the app (at the top of your screen or from the menu) or log in to Exchange OnLine Mobile Web with your Exchange OnLine credentials.

To enroll in Text Banking, choose Manage mobile banking settings from the menu on the Accounts Overview screen of Exchange OnLine and click "Activate Now" next to Text Banking. You will receive an activation code, instructions and a text message from National Exchange Bank & Trust to get you started. For help, text "**HELP**" to 79680. To cancel text banking, text "**STOP**" to 79680 at any time.

In case of questions, please contact customer service at www.nebat.com/contact-us.php or call 877.921.7700. We are not responsible or liable for the acts, omissions, systems or services provided by the Licensor or any of the provisions of Section B which is the responsibility of the Licensor.

We also will not be liable for any delays or failures in your ability to access the Mobile Banking service or in your receipt of any text messages. **The wireless carriers are not liable for delayed or undelivered messages. One text message per query. Message and Data Rates May Apply.**

Supported carriers include, but are not limited to: AT&T[®], T-Mobile[®], U.S. Cellular[®], Sprint[®], Verizon Wireless, MetroPCS[®], Boost[™], Virgin Mobile[®] and Cricket[™].

Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from National Exchange Bank & Trust. 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.
2. The services are provided by National Exchange Bank & Trust and not by any other third party. You and National Exchange Bank & Trust are solely responsible for the content transmitted through the text messages sent to and from National Exchange Bank & Trust. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)
3. We reserve the right to alter pricing and/or these Term and Conditions from time to time, and we reserve the right to terminate, discontinue or suspend any service at any time. We may terminate Exchange OnLine Internet Banking, Mobile Banking and/or Text Messaging at any time, including if you or your accounts are not eligible for any service, if

we believe you are in breach of your account agreement with us, the Service Agreement or these Terms and Conditions, or in the event your mobile service terminates or lapses.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. **Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof

and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.