

eStatement and eNotice Agreement & Disclosure

This eStatement and eNotice Agreement & Disclosure ("Agreement") applies to any account ("Account") you have with National Exchange Bank & Trust.

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 an owner or authorized signer on the Account(s) listed on the Accounts screen in Exchange OnLine under the Tools-Settings menu. As used in this Agreement, "Document" means any account statement, authorization, agreement, disclosure, notice, tax document, or other information related to your Account including, but not limited to, information that we are required by law to provide in writing.

By accepting this Agreement for National Exchange Bank & Trust eStatements and eNotices ("eDocuments"), you will receive all eligible documents for the selected Account(s) as eDocuments. You may view up to 24 months of eStatements and eNotices online upon agreement.

WHAT ARE EDOCUMENTS?

eDocuments allow customers to view various documents through National Exchange Bank & Trust's eBanking product Exchange OnLine in lieu of receiving paper copies of these documents in the US Mail such as statements, bills, notices and tax forms. This convenient, secure feature allows you to review your personal documents when it is convenient for you. You will receive a notice through your email address on record and/or a text alert when a statement, notice or document is available for viewing.

To view your eDocuments at any time, simply sign into Exchange OnLine:

- in a browser, select "Statements and eDocs" within the Accounts menu
- in the mobile app, select "Statements and eDocs" within the More menu under Accounts

SERVICE CHARGES

National Exchange Bank & Trust eDocuments are provided at no charge to our customers. Access to eDocuments requires that paper documents be 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 eDocuments and return to paper statements and notices. A monthly [service fee](#) may be charged for the return of check images in paper statements in addition to a fee for receipt of paper statements.

DOCUMENTS AND DISCLOSURES WE WILL PROVIDE TO YOU ELECTRONICALLY

When you request eDocuments associated with your Account(s), you agree that we may provide you with any Document relating to your Account(s) in electronic format, and that we may discontinue sending paper Documents to you. We may provide eDocuments to you electronically unless and until you withdraw your consent as described below. Your consent to receive eDocuments electronically includes, but is not limited to:

- account statements, eNotices, tax documents, 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 DOCUMENTS AND DISCLOSURES ELECTRONICALLY

All eDocuments may be provided to you electronically in one of several ways. These are either:

- via the "Statements and eDocs" 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 [Contact](#) page within the [Tools – Settings](#) menus.

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. Choosing eDocuments for any one account upon which you are an account owner constitutes your agreement that all account specific notices and documents and non-account specific disclosures may also be delivered to you electronically.

We may treat an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive eDocuments electronically.

HOW YOU CAN WITHDRAW CONSENT TO RECEIVE ESTATEMENTS, ENOTICES AND DISCLOSURES ELECTRONICALLY

If you no longer wish to receive eDocuments for an account, you may revert to paper in Exchange OnLine by a) visiting the Statements & eDocs page and selecting the gears icons next to the document type you want to change on the Overview tab in a browser, b) visiting Settings on the mobile app, or c) you can contact us at 920-921-7700.

We will not charge you a fee to process the withdrawal of your consent. However, there is a monthly fee to receive each Paper Account Statement as outlined in our [Account Services Pricing](#) document. If you withdraw your consent to receive eDocuments electronically, the withdrawal will become effective after your request is processed. If you close your primary account on a statement 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. An account cannot receive both a paper and an eStatement.

Please note that upon withdrawal of your consent to eStatement, eNotices or Tax documents, access to those documents is no longer available. Users should download and/or print copies of documents for retention purposes before reverting to paper documents. Requests for copies of historical statements, eNotices or Tax documents may incur a fee as outlined in [Account Services Pricing](#). If you withdraw your consent to receive eDocuments, you must re-consent electronically.

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 [Tools – Settings - Contact](#) 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 eDocuments, you must have:

- a device that supports current browsers and operating systems as outlined in the [Electronic Services Agreement](#);
- a connection that allows for electronically receiving, accessing, displaying and either printing or storing eDocuments you receive from us;
- the ability to access and retain a PDF document ([eDocumentTest](#)); 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 eDocuments 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 eDocument. We will not send you a paper copy of any eDocument unless you request it or we otherwise deem it appropriate to do so. You may obtain a paper copy of an eDocument 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 eDocuments we provide to you, regardless of the format, will be considered "in writing." You should print or download a copy of your eStatements, eNotices and Tax Documents, this Agreement, your initial authorization to receive eDocuments plus any changes to that authorization and any other important eDocuments 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.

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; LIABILITY

We reserve the right, at our sole discretion, to discontinue providing eDocuments to you electronically, or to change or terminate the terms and conditions under which we provide eDocuments electronically. We will provide you with notice of any such termination or change as required by law.

Except as otherwise required by law, we will not assume liability for non-receipt of notification of the availability of eDocuments or inaccuracy of such eDocuments for any reason other than our willful misconduct, including in the event your email address on file is invalid; your email or Internet service provider filters out the notification; there is a malfunction in your computer, browser, Internet service and/or software; or for other reasons beyond our control.

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.