

## **The Neffs National Bank Electronic Services Agreement**

This Agreement describes your rights and obligations as a user of the NetTeller™ Internet Banking service or the Bill Payment service (“Services”) through www.neffsnatl.com. It also describes the rights and obligations of The Neffs National Bank (“Bank”). These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. Please read this Agreement carefully. By requesting and using any of these Services, you agree to comply with the terms and conditions of this Agreement.

### **Definitions**

The following definitions apply in this Agreement:

“Business Hours” means 8:30 a.m. through 4:00 p.m., Monday through Thursday, and 8:30 a.m. through 8:00 p.m. Friday, except holidays.

“NetTeller™” is the Internet-based service providing access to your The Neffs National Bank account(s);

“Online Account” means any The Neffs National Bank account from which you will be conducting transactions using a Service;

“Password” refers to a code you select after the initial sign-on that establishes your connection to the Services. It must be used in conjunction with your User ID.

“Time of day” references are to Eastern Standard Time or Eastern Daylight Time, as applicable.

“User ID is the system-generated code sent to you by The Neffs National Bank for use during the initial sign-on, or the codes you select after the initial sign-on, that identifies you to the Services. It must be used in conjunction with your Password.

“We”, “us” or “Bank” refer to The Neffs National Bank, which offers the Services and which holds the accounts accessed by the Services.

### **Availability of Services**

The Services are generally available 24 hours a day, seven days a week, except during special maintenance periods.

### **Equipment and Software Requirements**

To use the Services, you need a computer with a modem and web browser such as Netscape Navigator™, Microsoft Internet Explorer™, or an equivalent. Your equipment and software must be able to support 128-bit encryption. To determine if your browser supports 128-bit encryption, click on "Help" in the toolbar of your Internet browser and click on "About [browser name]". We are not responsible or liable for the performance or operation of the equipment, hardware, software, Internet provider, Internet browser, or any part of them. We are not responsible for any error or failures from any malfunction of

your Computer or any software, and we are not responsible for any computer virus or related problems that may be associated with the use of an online system. We may, at our discretion and without prior notification to you, enter into an agreement to have another third party provide online services.

### **Access to Services**

We will provide instructions on how to use NetTeller™ and Bill Payment Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your User ID and Password. For security purposes, you will be required to change your Password the first time you enter NetTeller™. You will determine your new Password. We will not know your new Password.

### **Password Selection**

The Password you select must be 4-8 characters long. For greater Password security, we recommend that you do not choose a Password reflecting commonly known information about you or family members, such as birth dates, children's names, parts of Social Security numbers, or repetitive numbers (all 2's or 9's, for example). Also, do not write your Password where it can be easily found. In addition, we recommend that you use both upper and lower case letters, as well as numeric and special characters, in your Password.

### **Use of Your Security Password**

You agree not to allow anyone else to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions with respect to your online account. You agree that we are authorized to act on instructions received through NetTeller™ by use of your Password. You agree to hold the Bank harmless from unauthorized use of your password to conduct transactions online.

Upon three (3) unsuccessful attempts to enter your Password and/or User ID, your access to NetTeller™ will be revoked. To re-establish NetTeller™ access, you must contact us at 610-767-3875 during regular business hours. We will ask you to answer one or more questions to verify your identity.

### **If your Password has been Lost or Stolen**

If your Password has been lost or stolen, call us immediately at (610) 767-3875 during business hours, or send an e-mail through the secure NetTeller™ connection. For consumer customers, you will need to contact us within two business days after learning of the loss or theft of your password. For commercial customers, you are solely responsible for losses resulting from the unauthorized use of your password and your online account.

**If Your Statement Shows Transfers that You Did Not Make**

If your statement shows transfers that you did not make, notify us immediately by calling (610) 767-3875 during business hours, by sending an e-mail through the secure NetTeller™ connection, or by writing to us at:

The Neffs National Bank  
Electronic Banking Dept.  
5629 Route 873  
PO Box 10  
Neffs, PA 18065

You are solely responsible for losses resulting from the unauthorized use of your password and your online account.

**Banking Transactions with NetTeller™**

In addition to viewing account information, you may use NetTeller™ to:

- ❑ Transfer funds between your checking and savings accounts (NOTE: Because regulations require The Neffs National Bank to limit preauthorized transfers (including NetTeller™ transfers), you can make no more than six transfers from your statement savings account per month by any combination of preauthorized or automatic transfer or by telephone or NetTeller);
- ❑ Make payments from your checking and savings accounts to linked loan accounts;
- ❑ Transfer funds from your home equity line of credit to your checking or savings account;
- ❑ Stop payment on checks you have written.

New services may be introduced for NetTeller™ from time to time. We will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules, which will be made available to you concerning these services.

**Bill Payment Services**

The Bill Payment service is provided by Jack Henry & Associates (“JHA”). The Bill Payment service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a checking account. You may designate multiple Bill Payment accounts. Through the Bill Payment service, you can pay bills from your Bill Payment Account to businesses or individuals in amounts ranging from \$1.00 to \$24,999.99. While The Neffs National Bank coordinates the Bill Payment service with JHA, JHA performs all functions in connection with the Bill Payment service. By using the Bill Payment service, you acknowledge and agree that JHA is solely responsible for administration of the Bill Payment service.

All payments you make will be deducted from the account that you designate for that payment. Any payments you wish to make through this service must be payable in U.S.

dollars to a payee located in the continental United States. JHA reserves the right to restrict types of payees to whom payments may be made using the service from time to time. You should **not** use the Bill Payment service for the following types of payments:

- ❑ Securities purchases;
- ❑ Collection agencies;
- ❑ Court ordered payments (alimony, child support, speeding ticket, etc.);
- ❑ Payees outside of the continental United States;
- ❑ Payees located in Armed Forces postal codes (AE, AP, etc.);

Payments to these types of payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday or holiday), funds must be available in your Bill Payment Account the following business day (e.g., Monday). After funds are withdrawn from your Bill Payment Account to make a payment, Bill Payment may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly, monthly, semi-monthly, quarterly, annual or semi-annual intervals (a “recurring payment”). If a recurring payment is chosen, the bill will be paid automatically each billing period. If the payment is not a recurring payment, it will be a “one-time payment”. One-time payments are not made until you enter the amount of the current bill. You may also change or skip payments that are recurring payments. However, you must allow at least three (3) business days after we receive any change to information you have given us about a payee for JHA to reflect the change in its records.

When you create a new payee in the Bill Payment service, it has a temporary status until JHA has had sufficient time to set up the account, and for your business payees, verify information about your account. **You should schedule a payment to a new payee at least ten (10) business days before any payment due date**, to allow JHA time to set up the payee and verify information about your account with the payee.

**For all subsequent payments, you agree to allow at least five (5) business days between the date you schedule a payment to be initiated and the payment due date** (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). **If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee.** If you schedule your payment and follow all instructions provided, but the payee does not receive the payment in a timely manner, JHA and The Neffs National Bank will work with the payee on your behalf to attempt to have any late fees or charges reversed.

JHA and The Neffs National Bank are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this

Agreement. JHA and The Neffs National Bank will **not** be liable in any way for damages you incur:

- ❑ If you do not have sufficient funds in your Bill Payment Account to make the payment on the processing date;
- ❑ If your Bill Payment Account becomes closed by the processing date;
- ❑ For delays in mail delivery;
- ❑ For changes to the payee's address, account number, or other information necessary to process a payment, unless you have advised us of the change sufficiently in advance;
- ❑ For the failure of any payee to correctly account for or credit the payment in a timely manner;
- ❑ If you request a payment that falls outside the minimum or maximum bill payment dollar limits;
- ❑ If you have not properly followed instructions on how to make a transfer or bill payment;
- ❑ If your equipment/software were not working properly when you attempted to authorize a transfer or bill payment;
- ❑ If we or our agent reasonably believes that an online transaction was not completed;
- ❑ If withdrawals from your Bill Payment Account have been prohibited by court order, such as a garnishment or other legal process; or
- ❑ For any other circumstances beyond the reasonable control of JHA and The Neffs National Bank or their respective agents, such as computer failure, telecommunication outages, postal strikes/other labor unrest, fires, floods, and other natural disasters.

Payments made through the Bill Payment service are processed at 2:00 a.m. ET and 12:00 p.m. ET. Payments scheduled before 12:00 p.m. EST are considered effective on that business day. Otherwise, it will be considered received on the following business day. For all entries made using the service, the time recorded by the NetTeller™ service controls.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be attempted until the funds are made available. For recurring payments, the payment will be attempted until the date of the next scheduled payment. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service.

**Payments must be changed or canceled using the service at least two business days prior to 12:00 p.m. ET of the scheduled payment date.** If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders will be in effect for a period of six months. After six months, any stop payment order will terminate and must be renewed in order to continue in effect. The

Neffs National Bank may pay any item that is presented following the lapse of any stop payment order.

### **Electronic Mail**

If you send us an electronic mail message, we will be deemed to have received it on the following business day. We will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with us immediately – for example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

You agree that we may respond to you by secure electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail we send to you shall be considered received within three (3) days of the date we sent it, regardless of whether or not you sign on to the Service within that time frame.

### **Other Agreements**

In addition to this Agreement, you and The Neffs National Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the NetTeller™ service or the Bill Payment service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts or request additional account services with us including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct the fees, if any, related to this Service from your Bill Payment account each month.

### **Hours of Operation**

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, The Neffs National Bank's business days are Monday through Friday, excluding holidays. All NetTeller™ transaction requests received after 2:00 p.m. on business days and all transactions, which are requested on Saturdays, Sundays, or holidays on which The Neffs National Bank chooses to remain closed, will be processed on the next business day. The Neffs National Bank's business day begins at 8:00 a.m.

### **Modifications to this Agreement**

The Neffs National Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will be deemed to have received it three days after it is sent.

We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

### **Errors and Questions**

In case of errors or questions regarding NetTeller™ or Bill Payment transactions, call us at (610) 767-3875, e-mail us using the secure NetTeller™ connection, or write to us at:

The Neffs National Bank  
Electronic Banking Department  
5629 Route 873  
PO Box 10  
Neffs, PA 18065

We must hear from you at the specified telephone number or address no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- Your name and account number;
- A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information;
- The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, you must then send the complaint or question to The Neffs National Bank in writing within 10 business days. We will notify you with the results of the investigation within 10 business days after you notified us. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is complete.

If an alleged error involves an electronic funds transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45).

If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete, and any credit to your account with respect thereto shall be reversed. You may request copies of the documents that were used in the investigation.

You agree that we may respond to you by electronic mail with regard to any claim of unauthorized electronic funds transfer related to the Service. Any such electronic mail sent to you by us shall be considered received within three (3) days of the date we sent it, regardless of whether or not you sign on to the Service within that time frame.

## **Statements**

By requesting and using any of these Services, you agree to receive your regular account statements in electronic, rather than paper, format. You will receive a secure e-mail notice when your monthly electronic account statement is ready for retrieval.

## **Our Liability for Failure to Make a Transfer**

If we do not properly complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for the amount of any actual (but not incidental or consequential) damages incurred by you and resulting directly from such failure. We will *not* be liable in the following circumstances:

- ❑ If through no fault of ours, you do not have enough money in your account to make the transfer;
- ❑ If circumstances beyond our control (such as but not limited to fire, flood, power or telecommunications outage, equipment or technical failures or breakdown, or the unauthorized actions of a third party) prevent the transfer, despite reasonable precautions that we have taken;
- ❑ If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy;
- ❑ If your funds are subject to legal process or other encumbrance restricting the transfer;
- ❑ If your transfer authorization terminates by operation of law;
- ❑ If you have reported your Password lost or stolen;
- ❑ Your Service has been cancelled by you or terminated by us;
- ❑ You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement;
- ❑ If we have received incomplete or inaccurate information from you or a third party involving that account or transfer;
- ❑ Failure by JHA to properly complete a bill payment on time or in the correct amount under the Bill Payment service;
- ❑ If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

## **Disclosure of Information to Third Parties**

We will disclose information to third parties about your account or the transfer you make:

- ❑ Where it is necessary for completing transfer;
- ❑ In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;

- ❑ In order to comply with government or court orders, or other reporting requirements;
- ❑ If you give us your written permission;
- ❑ As required or allowed by law.

More information regarding disclosure of information to third parties is contained in the our NetTeller™ Privacy Policy.

### **Inactivity or Termination**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Services (including Bill Payment service) under this Agreement without notice to you if you do not pay any fee required by this Agreement when due, or if you do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing, or for any other reason or no reason at our discretion. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

We may convert your account to inactive status if: 1) you do not log on to NetTeller™ during any consecutive 365-day period; or 2) you have designated a Bill Payment Account but have not used it to make an online payment for 180 days. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

### **To Cancel NetTeller™ and/or Bill Payment Service**

You must notify us and provide your name; address; whether you are discontinuing NetTeller, Bill Payment or both; and the effective date to stop the service. When Bill Payment is terminated, any prescheduled bill payments made through NetTeller will also be terminated. Your final charge, if any, for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify us by one of the following methods:

- ❑ By sending an e-mail through the secure NetTeller connection;
- ❑ By calling (610) 767-3875 during business hours;
- ❑ By writing a letter and either sending it to the following address or giving it to a bank employee at our place of business:

The Neffs National Bank  
EDP Department  
5629 Route 873  
PO Box 10  
Neffs, PA 18065

### **Governing Law**

This Agreement is governed by the laws of the State of Pennsylvania and applicable federal law.

**Fee Schedule**

NetTeller<sup>TM</sup> online banking is free. Bill Payment is free up to 20 payments per statement. Payments over 20 per statement will be charged \$0.35 each.

Stop payments are \$15.00.

Fees are subject to change.