By utilizing QNB Bank's ("QNB") Online Banking, you agree to the terms and conditions stated in the Agreement below and all terms, conditions and disclosures provided to you regarding these services and your QNB Account(s). You agree to accept these terms and conditions in full. These terms may be modified by QNB at QNB's discretion, and such notification will be posted to QNB's website, by e-mail, or by regular U.S. postal mail. Your continued use of any or all of the subject Online Banking services indicates your acceptance of the change in terms. QNB recommends that you read the terms and conditions carefully and that you print a copy of this Agreement for your records.

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#### **Definitions** - As used in this Agreement:

"Account" or "accounts" means your accounts at QNB.

"Administrator" means the user designated on the Online Banking enrollment form as the system administrator for Online Banking for their business, or a user granted administrator rights by another administrator.

"Business days" means Monday through Friday. Holidays are not included.

"Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your QNB accounts using Online Banking.

"Online Banking" means the services provided pursuant to this Agreement.

"QNB," "we," "our," and "us," mean QNB Bank.

"you" and "your" refer to the accountholder authorized by QNB to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking.

Access - To use Online Banking, you must have at least one account at QNB, access to internet service, and a valid e-mail address. Once we have received your acceptance of this Agreement and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment.

<u>Initial Consumer Log in</u>: QNB will send confirmation of our acceptance of your enrollment in Online Banking. All accounts that the user is a primary or joint owner may be accessible via Online Banking.

<u>Initial Business Log in:</u> QNB will send the confirmation of our acceptance of your enrollment and instructions for accessing Online Banking to the named Administrator(s) on the enrollment form. All accounts that the company is a primary owner will be accessible via Online Banking.

Administrator Access: The company Administrator(s) will be responsible for creating additional users, or additional Administrators, for the company and assigning rights to those users or Administrators within the online banking system. The Administrator(s) is/are responsible for managing the ongoing modification of user and Administrator access and transaction rights, along with removal of users or Administrators as necessary. The Administrator will also be responsible for managing enrollment in, and modification of, electronic statements, notices, and tax documents. If multiple Administrators are designated, only one Administrator will also be the Administrator responsible for electronic statements, notices, and tax for management.

The accountholder understands that the company Administrator(s) has/have the ability to manage users and user rights to access and transact on accounts within Online Banking whether or not those Administrator(s) or users are designated as an authorized transactor on the resolution or other account documentation.

Businesses are required to contact the Bank, when an Administrator leaves their company, so that an alternate Administrator can be assigned.

<u>Hours of Access</u> - You can use Online Banking seven days a week, twenty-four hours a day, although occasionally some or all Online Banking services may not be available due to emergency or scheduled system maintenance. We agree to use our best efforts to post notice of any extended periods of non-availability on the Online Banking web site.

**Security** - You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your statement for each of your QNB Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts and should not be shared with anyone. Sharing of login credentials is not permitted. Each user that requires access to Online Banking is required to have their own unique login credentials.

QNB may require additional authentication measures to authenticate you as the person logging in to Online Banking. Data transferred via Online Banking is encrypted. Notwithstanding our efforts to ensure that Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, that occur on the Internet potentially can be monitored and read by others. We cannot and do not guarantee that all data transfers utilizing Online Banking or e-mail transmitted to and from us will not be monitored or read by others.

The safety and privacy protection of children is very important to QNB. Children should always ask their parent or guardian for permission before sending personal information to anyone online. If a minor under the age of 18 is permitted by you as the parent or guardian to use Online Banking, you understand that you are responsible for all activity the minor initiates from or to any of your accounts, even if he or she exceeds your authorization.

<u>Your Password</u> - You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password. You will be required to change your password at least every 365 days. You can choose to change your password more frequently. Upon three unsuccessful attempts to use your password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact us to have your password reset or to obtain a new temporary password.

Passwords must be created utilizing the required criteria as displayed on the password screen. We recommend that your password utilize not only the required criteria, but additional characters or symbols for security purposes. Your password should not be associated with any commonly known personal identification, such as social security number, address, date of birth, and names of children, and should be memorized rather than written down.

<u>Touch Authorization</u> – If you have enabled touch authorization, you agree to secure your device against unauthorized access. You agree that we are authorized to act on instructions received under your touch authorization.

<u>Face Identification Authorization</u>- If you have enabled face identification authorization, you agree to secure your device against unauthorized access. You agree that we are authorized to act on instructions received under your face identification authorization.

<u>4-Digit Passcode Authorization</u> – If you have enabled 4-digit passcode authorization, you accept responsibility for the confidentiality and security of your 4-digit passcode. You agree that we are authorized to act on instructions received under your 4-digit passcode authorization.

<u>Secure Email within Online Banking</u> – From time to time, QNB may distribute important messages to customers through the Secure Email platform within Online Banking. You are responsible for monitoring this message box and acknowledge receipt of any messages sent via this communication channel.

<u>Security Preferences and Alerts</u> - There are Security preferences and Alerts available for your use at your discretion. We encourage you to make use of these items to assist you with monitoring your accounts.

Some security preferences may be required by QNB in order to adhere to commercially reasonable protection of your Online Banking account. If you receive an alert, and you did not initiate or perform a transaction that would trigger this alert, you are required to contact QNB immediately for further investigation.

We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder.

**Fees and Charges** - You agree to pay the fees and charges for your use of Online Banking services as found in the QNB fee schedule at <a href="www.qnbbank.com">www.qnbbank.com</a> or at your local QNB Bank branch. Fees and charges can be changed after notice to you. Fees will be deducted from a transaction account as determined by QNB. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

Online Banking Services - You can use Online Banking to check the balance of your QNB accounts, view QNB account histories, transfer funds between your QNB accounts, order checks, make stop payment requests, view previous statements, and submit address or contact information change requests.

**Posting of Transfers** - Internal transfers can be performed until 9:00 PM on business days for same-day availability. Online Banking identifies transfers based on the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the Online Activity screen in the Accounts menu option of Online Banking will not reflect all transfers made by multiple users from the same account when different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers from your accounts in order to avoid overdrafts.

Limits on Amounts and Frequency of Online Banking Transactions - The number of transfers from QNB accounts and the amounts which may be transferred may be limited by the terms of the applicable deposit and disclosure agreement (i.e., transfers from a savings or money market account to another account or to third parties by preauthorized, automatic, or telephone or internet transfer may be limited to six per calendar month), of which you acknowledge receipt, for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Wire Transfers – If you intend to transmit Wire Transfers through Online Banking, you must complete a QNB Wire Transfer Agreement and be approved. Please contact your Relationship Manager or call us at 1-800-491-9070.

QNB will make a reasonable effort to complete the transfer on the day requested, if the request is received in QNB's Finance Department by the business day cutoff time set by QNB located at <a href="https://www.qnbbank.com/wire-transfers">www.qnbbank.com/wire-transfers</a>.

Additional security measures are required for Wire Transfers transmitted via the Online Banking platform.

You will be required to select one of the following options for your own protection of your financial assets:

- 1 Dual Approval The transmission of the wire transfer to QNB will require authorization of an additional Online Banking user at your company.
- 2- Out-Of-Band Authentication The transmission of the wire transfer to QNB will require the user to enter a one-time passcode delivered at the time of the transaction to approve the transaction.

ACH - If you intend to send ACH transactions for Payroll, Business to Business Payments, or any other reasons through Online Banking, you must complete a QNB ACH Origination Agreement and be approved. Please contact your Relationship Manager or call us at 1-800-491-9070.

ACH files must be submitted AND approved no later than the business day cutoff times set by QNB located at <a href="https://www.qnbbank.com/business/ach-processingdirect-deposit-payroll">www.qnbbank.com/business/ach-processingdirect-deposit-payroll</a>.

Additional security measures are required for ACH transactions transmitted via the Online Banking platform.

You will be required to select one of the following options for your own protection of your financial assets:

- 1 Dual Approval The transmission of the ACH transaction file to QNB will require authorization of an additional Online Banking user at your company.
- 2- Out-Of-Band Authentication The transmission of the ACH transaction file to QNB will require the user to enter a one-time passcode delivered at the time of the transaction to approve the transaction.

**Bill Payment Services** – If you intend to use Bill Payment Services, please refer to the Bill Payment Terms and Conditions, you will be required to agree to when signing up for this service.

**Stop Payment Services** - You may initiate stop-payment requests online via Online Banking only for paper checks you have written (non-electronically) on your QNB accounts (not Online Banking bill payment paper drafts.) Online Banking stop-payment requests are processed on the business day that the stop-payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check before presentation.

If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of paper writing and get it to us within 14 days after you call. You will incur stop-payment service charges as disclosed in the current fee schedule for the applicable account.

#### **Mobile Banking Service**

Mobile Banking Service Description – Mobile Banking is offered as a convenient enhancement to Online Banking. Mobile Banking is not intended to replace the Online Banking service or any other means by which you check your account. Mobile Banking allows you to access your Bank account information, make payments to payees, transfer funds, and conduct other banking transactions.

If you intend to use Mobile Banking you must be enrolled in Online Banking and consent to the terms and conditions in the Mobile Banking Agreement, which can be found on QNB's Internet website <a href="https://www.qnbbank.com">www.qnbbank.com</a>.

We reserve the right to limit the types of accounts eligible for the service and also reserve the right to cancel any transaction you may request through Mobile Banking. We also reserve the right to modify the service at any time.

#### **Mobile Check Deposit Service**

If you intend to use Mobile Check Deposit Service you must be enrolled in Online Banking and consent to the terms and conditions in the Mobile Banking Agreement and the Mobile Check Deposit Agreement, which can be found on QNB's Internet website <a href="https://www.qnbbank.com">www.qnbbank.com</a>.

#### **Electronic Statements, Notices, and Tax Documents**

If you intend to use and access electronic statements, notices, or tax documents from within Online Banking, you must be enrolled in this service and consent to the terms and conditions in the Electronic Banking Account Statement Disclosure and Agreement, which can be found on QNB's Internet website www.qnbbank.com.

#### **Pay-A-Person Service**

If you intend to use the Pay-A-Person Service, please refer to the Pay-A-Person Terms and Conditions, you will be required to agree to when signing up for this service.

#### **Open Account Service**

Open Account Service Description – Open Account is offered as a convenience to existing QNB consumer account holders to open select account products within Online Banking. When opening an account within Online Banking, you consent to the terms and conditions of the account selected as presented with the account opening process. You agree to fund the account with at least the minimum account opening deposit required.

#### **Text Banking Service**

Text Banking Service Description – Text Banking allows consumers to access their Online Banking enrolled accounts from a mobile device with SMS messages. Consumers can check account balances, view history, and transfer funds by sending sort text commands. If you intend to use Text Banking, you must be enrolled in this service and consent to the Text Banking terms and conditions.

#### **Disclosures and Terms**

**Periodic Statements** - You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic statements for your QNB accounts.

**Disclosure of Account Information and Transfers** – Please see the Privacy Policy on QNB's Internet website: <a href="https://www.qnbbank.com/about-us/privacy-policy-notice">https://www.qnbbank.com/about-us/privacy-policy-notice</a>

Change in Terms — We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the

Online Banking web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject Online Banking services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Disclaimer of Warranty and Limitation of Liability — We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking services provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of QNB and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

**Your Right to Terminate** — You may cancel Online Banking at any time by providing us with written notice. Please see "Communications between QNB Bank and You". Your access to Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate — You agree that we can terminate or limit your access to Online Banking for any of the following reasons:

- 1. Without prior notice, if you have insufficient funds in any one of your QNB accounts. Online Banking may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- 2. Upon reasonable notice, for any other reason in our sole discretion.

**Communications between QNB Bank and You** — unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail — You can contact us while you are using Online Banking via the secure e-mail messaging service within the platform. You may also contact us by e-mail at: <a href="CSC@qnbbank.com">CSC@qnbbank.com</a> (Please note that banking transactions through Online Banking are not made by e-mail.)

Telephone — You can contact us by telephone at 215-538-5600 or 800-491-9070

Facsimile — You can contact us by fax at 215-538-5794

Postal Mail — You can write to us at: QNB Bank, PO Box 9005, Quakertown, PA 18951-9005

For all branch times and locations please go to <a href="www.qnbbank.com">www.qnbbank.com</a>.

**Consent to Electronic Delivery of Notices** — You agree that any notice or other type of communication provided to you by the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Online Banking web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

Other Terms - This Agreement, and the agreements establishing and governing the Accounts constitute the entire understanding between QNB and you concerning the services contemplated by this Agreement and transactions thereunder. This Agreement shall be governed by federal law and to the extent not preempted or inconsistent therewith, by the laws of the Commonwealth of Pennsylvania without regard to principles of conflict of laws.

This Agreement is also subject to applicable federal laws and the laws of the Commonwealth of Pennsylvania. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement.

This Agreement is binding upon your heirs and QNB Bank's successors and assigns. Certain of the obligations of the parties under this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.