

## **QNB–ONLINE ACCESS AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE**

**Agreement** — This is an Agreement between you and QNB ("QNB"). It explains the rules of your electronic access to your accounts through QNB–Online ("ONLINE"). By using ONLINE, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your QNB accounts as well as your other agreements with QNB, such as loans, continue to apply. If the terms and conditions of this Agreement are different from those deposit agreements and disclosures, those deposit agreements and disclosures control the transaction.

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'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. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and QNB with respect to electronic access to your accounts.

**Definitions** — As used in this Agreement:

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

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

"Cut-Off Time" means 4:00pm (3:00pm at a QNB ATM) on a business day.

"Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your QNB accounts using ONLINE including bill payments.

"ONLINE Services" means the services provided pursuant to this Agreement, including the Bill Payment Service.

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

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

**Access** — To use ONLINE, you must have at least one account at QNB, access to Internet service, and an e-mail address. Once we have received your signed Enrollment Form and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned

log-in ID and temporary password. ONLINE can be used to access only the QNB account and all related accounts which you have designated for access by ONLINE in your Enrollment Form. You can add or delete any of your QNB accounts from this Agreement by completing a new Enrollment Form. Access to your accounts through ONLINE will be based upon the identification of users and authority levels specified by you in your Enrollment Form.

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

**ONLINE Services** — You can use ONLINE 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, change your address, and order savings bonds. If you have requested the Bill Payment Service on your Enrollment Form, you may also pay bills from your QNB accounts in the amounts and on the dates you request, as described below.

**Hours of Access** — You can use ONLINE seven days a week, twenty-four hours a day, although some or all ONLINE services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the ONLINE web site.

**Your Password** — For security purposes, you are required to change your password upon your initial login to ONLINE. You determine what password you will use and the identity of your password is not communicated to us. 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 and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to ONLINE will be revoked. *To re-establish your authorization to use ONLINE, you must contact us to have your password reset or to obtain a new temporary password.*

We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters and symbols for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, and names of children, and should be memorized rather than written down.

**Security** — You understand the importance of your role in preventing misuse of your accounts through ONLINE and you agree to promptly examine your statement for each of your QNB 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. Data transferred via ONLINE is encrypted in an effort to provide transmission security and ONLINE utilizes identification technology to verify that the sender and receiver of

ONLINE transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that ONLINE is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing ONLINE, or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges** — You agree to pay the fees and charges for your use of ONLINE Services as found in the QNB fee schedule. You have been provided with a copy of the current schedule which QNB can change after notice to you. You agree that all such fees and charges will be deducted from the QNB checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of ONLINE.

**Posting of Transfers** — Transfers initiated through ONLINE are posted to your account the same day. ONLINE identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in the Transfer menu option of ONLINE will not reflect transfers made by multiple users from the same account if 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.

**Overdrafts (Order of Payments, Transfers, and other Withdrawals)** — If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. Electronic fund transfers initiated through ONLINE which would result in an overdraft of your account may, at our discretion, be cancelled;
- c. In the event the electronic fund transfers initiated through ONLINE which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed by the terms of the deposit agreement for that account.

**Limits on Amounts and Frequency of ONLINE Transactions** — The number of transfers from QNB accounts and the amounts which may be transferred are 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 are limited to six per statement cycle), 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 TRANSFER AGREEMENT** — This is an Agreement between you and QNB ("QNB"). It explains the rules of your electronic access to your accounts through QNB–Online ("ONLINE"). By using ONLINE, you accept all the terms and conditions of this Agreement. Please read it carefully.

The undersigned wire transfer customer (herein called "the Customer") hereby requests QNB Bank (herein called "the Bank") to act upon instructions from the Customer to transfer funds on the terms and conditions set forth in this Wire Transfer Agreement (herein called "Agreement"). The Wire Transfer Service is offered by the Bank as a method to transfer funds electronically for the Customer. In consideration of the mutual covenants hereafter contained, the Customer and the Bank agree as follows:

The Customer authorizes the Bank to make funds transfers of the type and in accordance with the security procedures described in Section II of this Agreement. The Customer agrees that such security procedures are commercially reasonable.

The Customer requests the Bank to transfer funds from the customer's account(s) identified in Exhibit A to the Customer's account or third party at the Bank, at another bank or at another financial institution.

The Customer will supply the information requested by the Bank, or that a third party may require to complete the wire. The Bank will not be liable for any losses or expenses incurred as a result of using inaccurate information supplied by the Customer or omissions of information by the Customer.

The Bank will make a reasonable effort to complete the transfer on the day requested if the request is received in the Bank's Wire Transfer Department by 2:00 p.m., the business day cutoff time set by the Bank. In the case of foreign wires, the cutoff time will be approximately one hour earlier than the Bank's cutoff time because of the requirements of the correspondent bank. Transfers of funds to the Customer's account (incoming wires) are also subject to cutoff times set by the Bank.

Payment by the Customer will be due at the time of the transfer request, and be in the form of a charge to the Customer's account. Therefore, unless other mutually agreed upon payment arrangements are made in advance of the funds transfer request, the Customer must have sufficient available funds in the account to cover the transfer, and related fees. If the Customer's account does not contain sufficient funds to accomplish the transfer, the Bank may debit the Customer's account into overdraft, and Bank will not be liable for damage to Customer as a result thereof. The Bank will not be responsible for any delays in processing or for additional fees resulting from funds not being available.

The Bank will not be responsible for verifying that the transfer request is properly authorized by the Customer beyond completing the security procedures described in Section II of this Agreement. A funds transfer request received by the Bank in compliance with the security procedures is effective as a request by the Customer, whether or not authorized.

The Customer understands that the Bank is not responsible for notifying the Customer about the completion of a funds transfer request, or for confirming receipt of the funds by the beneficiary.

Completion of the funds transfer will be evidenced by the charge, or credit, to the Customer's account. It is the Customer's responsibility to verify the account statement, or other notification related to the transfer, whether received from the Bank or a third party, and if a discrepancy exists, to contact the Bank's Wire Transfer Department immediately. The Bank will not be liable for any losses resulting from the Customer's failure to report a discrepancy within 60 days after the Bank sends the first statement.

If the Customer requests, the Bank will notify the Customer of incoming funds transfers within a reasonable time, but the Bank will not be held liable for failure to do so.

The Customer may cancel a request for transfer if received pursuant to the security procedures described herein, and if such request affords the Bank sufficient time to act on the request for cancellation.

## **II. Types of Transfers and Security Procedures**

The Bank will perform a funds transfer when a request is received in writing. Requests must be signed by the Customer, and presented at the Bank for verification by authorized personnel before it is forwarded to the Bank's Wire Transfer Department for processing.

The Bank will also accept requests via telephone, fax or internet (QNB-Online) when completed along with the security procedures described below.

The Bank will assign a security code (also referred to as a personal identification number, or PIN) to each authorized individual identified on Exhibit B to be used to authorize funds transfer requests received via telephone or fax.

Internet requests are received in the Wire Transfer Department via the QNB-Online Service area. The Customer has received and accepts the requirements as described in the QNB-Online Access Agreement, and that are incorporated by reference within this Agreement. The Customer understands that there will be reasonable delays in transmitting data from the Online Service to the Wire Transfer Department, which may impact on required deadlines.

Customer will maintain the highest level of security and will make the security code (PIN, password, login ID, etc.) known only to the authorized representatives, and ensure their understanding of the security requirements.

For all types of funds transfer requests, the Customer understands that the Bank will act on requests as received at the Bank. The Bank will not be responsible for alterations to any request from the time the request was authorized by the Customer until it is received at the Bank, which may be the result of the use of electronic or other transmission devices.

Callback verification of a faxed transfer request will be made by the Bank to a representative authorized on Exhibit B. The Bank may, at its discretion, require a callback verification for any funds transfer before processing where the authenticity or accuracy of a funds transfer may be in doubt.

The Bank may elect not to act upon a transfer request for the Customer's and the Bank's mutual protection if the Bank is unable to obtain proper verification of such request; if there is any inconsistency between a transfer request and information previously supplied to Bank; or if such request is not initiated in accordance with the security procedures.

A transfer request or an amendment of a transfer request verified pursuant to the security procedures provided in this Agreement is effective as the transfer request of the Customer, whether or not authorized by Customer, if the Bank proves that it accepted the transfer request in good faith and in compliance with such security procedures.

The Bank, at its discretion, is authorized by the Customer to record any telephone conversations involving transfer requests. The Bank will have no liability for failing to record telephone conversations.

Bank assumes no responsibility to discover, audit, or report to the Customer any possible breach of security by the Customer's agents or representatives. The Customer will promptly notify the Bank of any compromise of security.

## **III. Intermediaries, Correspondents and other Agencies**

It is understood by the Customer that transfers are made through customary channels using intermediary and correspondent banks, agencies, or other third parties, and through systems and transmission devices they may use. The Bank will not be responsible for delays or losses as a result of using these third parties.

It is understood by the Customer that the Bank is obligated to pay the correspondent at the time the funds transfer request is executed for the Customer, and the Bank assumes payment is made to the beneficiary. It is agreed that the Bank will not be liable for final payment to the beneficiary. Therefore, if payment is not received by the beneficiary, the Bank will not be held liable to the Customer, except for the actual amount refunded and received by the Bank from the correspondent or other third party.

#### **IV. Changes and Cancellation**

The Bank may modify or cancel this Agreement upon providing written notice to the Customer. The Customer may change or cancel this Agreement upon written notice to the Bank, provided however that the Bank will have a reasonable period of time to act upon each such change. The Bank, at its sole discretion, may act upon verbal notice which it reasonably believes to be from the Customer; however, the Customer will promptly confirm such verbal notice in writing.

#### **V. Fees**

Customer will pay such fees as Bank may impose from time to time in accordance with the Bank's customary pricing policies and fee schedule, and to reimburse the Bank for any direct or indirect transfer charges or expenses incurred by Bank. Such fees, charges, or expenses will be paid by the Bank debiting the Customer's account at the Bank, or if the Bank so elects, by a method of imposing account analysis fees and balance requirements upon the Customer's account(s) at the Bank.

#### **VI. Other Conditions and Indemnification**

Paragraph or section headings are for convenience only and are not meant to influence the meaning of the paragraph or section.

In the case of errors or questions about your funds transfer, contact the Wire Transfer Department at 215-538-5600 extension 5788. Written notification to the Bank will be directed to QNB Bank, Wire Transfer Department, P.O. Box 9005, Quakertown, PA 18951-9005.

This document, along with other documents we give you pertaining to your account(s) and other services performed for you by the Bank, is a contract that establishes rules which control the account(s) with us, and services we provide. This Agreement is subject to applicable laws including but not limited to those of the Commonwealth of Pennsylvania, such as Article 4A of the Uniform Commercial Code, and Federal laws, such as the Electronic Funds Transfer Act for consumer protection, the Federal Reserve Bank's Regulation J governing funds transfer through Fedwire, the USA Patriot Act and rules of the Office of Foreign Asset Control (OFAC).

The Bank will not be liable for delays, errors, or failures in performance caused by, or resulting from an act of God, strike, riot, war, communications line failure, power failure, equipment malfunction, or other causes beyond the Bank's control, including acts or omissions of third parties.

The Customer agrees to hold the Bank harmless and indemnify the Bank for any and all claims, demands, expenses (including but not limited to attorney's fees and costs), loss or damage of any nature whatsoever arising directly or indirectly from any transfer request initiated pursuant to this Agreement, any addenda to this Agreement, or other matters related to this Agreement.

**ONLINE Bill Payment Service** — You must designate the QNB account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day. By using the ONLINE

Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly. Please see "Bill Pay Terms and Conditions" for specified information.

**Scheduling ONLINE Payments** — If the payee is to be paid by paper check (as indicated on the View Payees page), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the View Payees page), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

**How to Cancel a Bill Payment** — To cancel a bill payment that you have scheduled through ONLINE, you must cancel the payment online via ONLINE by following the onscreen instructions before 4:00 p.m. (Eastern Time) on the date the payment is scheduled to be debited from your account.

**Stop-Payment Requests** — Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to stop an ONLINE bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone at 215-538-5600 to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen. A stop-payment service charge for ONLINE bill payment paper drafts may be assessed.

You may initiate stop-payment requests online via ONLINE only for paper checks you have written (non-electronically) on your QNB accounts (not ONLINE bill payment paper drafts.) Online 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.

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.

**Disclosure of Account Information and Transfers** — You understand information about your accounts or the transfers you make may automatically be disclosed to others where it is necessary to complete the transfer. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to ONLINE. You agree and hereby authorize all of these transfers of information.

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

**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 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 QNB ONLINE 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 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.

**In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments** - Contact us as soon as you can, if you think your bank statement is wrong, or if you need more information about a transfer listed on your bank statement. We must hear from you no later than 60 days after we sent the FIRST bank statement upon which the problem or error appeared. When you contact us:

- (1) Tell us your name and account number.
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- (3) Tell us the dollar amount of the suspected error.
- (4) If the suspected error relates to a bill payment made via the ONLINE Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment History Screen.)

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of paper writing by postal mail or fax within 10 business days.

If you do not tell us within 60 days after the bank statement was received, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we may extend the time periods.

We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally credit your account.

If we decide that there was no error, we will send you a written explanation. We will tell you the results within 3 business days after completing our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

**Our Liability for Failure to Make a Transfer** — If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages actually caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make a transfer.
- (2) If a legal order prohibits withdrawals from the account.
- (3) If your account is closed, or if it has been frozen.
- (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (6) If any electronic terminal, telecommunication device, or any part of the ONLINE electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.

(8) If you have not properly followed the on-screen instructions for using ONLINE.

(9) If circumstances beyond our control (such as fire, flood, interruption in communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Your Liability for Unauthorized Transfers** — CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. The telephone number you should call to report an unauthorized transaction or lost or stolen password is **215-538-5600 or 1-800-491-9070**. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of you password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

**Bank to Bank Transfers** – You may submit Bank to Bank transfers through QNB Online. To transfers funds between financial institutions you must first verify the account through our Security Procedures. This may include trial deposits and withdrawals to the account you are attempting to verify. Once the account has been verified and approved, you will be able to initiate debits and credits between the accounts at QNB and the other financial institution. The transfer must be initiated before the Cut-Off time to be processed that business day. If the transfer is not initiated by the Cut-Off time, it will be processed on the next business day. It will take approximately 2(??) business days for the transfer to be received, if there are not any issues with either account. By initiating such a transfer you are allowing us to: initiate credit and debit entries to your account at another financial institution, and initiate reversals of erroneous or duplicative entries issued to another financial institution.

**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 Services provided to you under this Agreement. We do not and cannot warrant that ONLINE will operate without errors, or that any or all ONLINE 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, 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.

**Your Right to Terminate** — You may cancel your ONLINE service at any time by providing us with written notice by postal mail or fax. Your access to ONLINE 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 Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your QNB accounts. ONLINE service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reason in our sole discretion.

**Communications between QNB 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 by e-mail at [information@QNB.com](mailto:information@QNB.com) (Please note that banking transactions through ONLINE are not made via 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, PO Box 9005, Quakertown, PA 18951-9005

For all branch times and locations please go to [www.qnb.com](http://www.qnb.com).

**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 QNB ONLINE web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

## **ADDENDUM TO QNB-ONLINE AGREEMENT REGARDING PERSONAL FINANCIAL MANAGEMENT**

**Description of Service** – The Personal Financial Management (PFM) is a service which allows the user to consolidate and track their financial management all in one convenient location. PFM is intended to assist the user in organizing and managing their finances. PFM cannot be used to provide legal, tax, or financial advice.

By using PFM, you agree to abide by the terms and conditions of this Addendum, in addition to the terms and conditions disclosed in the Online Banking Agreement. If there is any conflict between this Addendum and the Online Agreement and Electronic Fund Transfer Act Disclosure, the Online Agreement and Disclosure will control.

**Account Aggregation from Third Party Sites** – This PFM allows you, the user, to retrieve your own financial information maintained by third-party financial institutions where you may hold accounts and perform transactions. You agree that the information you are providing us is true, correct, and complete. We will not review this information for any reason, included but not limited to accuracy, legality or non-infringement. We will not be held responsible for the products and services offered by the third party sites. If you have issues with your accounts at another financial institution, you agree that you will contact them without involving us. We cannot always foresee or anticipate technical or other difficulties that may result in failure to obtain data or loss of data, personalization settings or other service interruptions. We will not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings.

**Rights You Have Granted to the Bank** – By providing information, data, passwords, usernames, PINs, other login information, materials and other content through PFM, you agree that the information obtained is solely for the purpose of providing the service. We may store the content, but only to provide the service to you.

By using PFM, you authorize PFM to access your account information maintained by third parties, on your behalf as your agent. PFM will submit the information (usernames, passwords, etc) that you provide to log you into the site. You hereby authorize and permit QNB to use and store information submitted by you to complete and configure the PFM so that it is compatible with the third party sites. To solely provide the account information to you as part of PFM, you grant us a limited power of attorney, and appoint us as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each necessary action in connection with such activities. You acknowledge and agree that when we are accessing and retrieving account information from third party sites, we are acting as your agent, and not as the agent of or on behalf of the third party. You agree that PFM is not sponsored or endorsed by any of the third parties accessible with PFM.

**Account Ownership** – You represent that you are a legal owner of the accounts located on the third party websites that you add to PFM and that you have the authority to allow

us to be your agent, use PFM, and provide us with your passwords, usernames, and all other information provided to use by you. You represent that the information you are providing to use is true, correct, and complete.

## MOBILE BANKING AGREEMENT AND DISCLOSURE

**Agreement – Agreement** — This is an Agreement between you and QNB ("QNB"). It explains the rules of your Mobile Banking (QNB-MB) access to your accounts through QNB–Online. By using QNB-MB, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your QNB accounts as well as your other agreements with QNB, such as loans, continue to apply. If the terms and conditions of this Agreement are different from those deposit agreements and disclosures, those deposit agreements and disclosures control the transaction.

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'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. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and QNB with respect to electronic access to your accounts.

In the future, we may add additional or modify QNB-MB features and services. Any such added QNB-MB services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new QNB-MB service or feature is added and/or at the time of enrollment for the feature or service, if applicable. We reserve the right to modify these terms and conditions from time to time without notice, except as required by law.

**Definitions** - "Device" means a supportable mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled and allows Secure Sockets Layer "SSL" traffic capable of receiving text messages. **Your wireless carrier may assess fees for data, text messaging, or web services. Please consult your wireless plan provider for details.**

"QNB-MB" mean the banking services accessible from the Device you have registered to use.

**QNB-MB Service Description** – QNB-MB is offered as a convenient enhancement to the Online Banking feature. QNB-MB is not intended to replace the Online Banking service or any other means by which you check your account. QNB-MB allows you to access your bank account information, make payments to payees, transfer funds and

conduct other banking transactions. To make use of the QNB-MB, you must be enrolled in Online Banking.

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 QNB-MB. We also reserve the right to modify the service at any time.

QNB-MB may not be supported by all Devices and may have limited service through some network carriers. We can not guarantee and are not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of network” issues.

**Use of QNB-MB Service** – You agree to accept the responsibility of learning how to use the QNB-MB Service and your Device properly. We will not be held liable for any losses you incur by failing to use the service correctly. You also agree to contact us directly if you encounter any problems or concerns with the service.

**Other QNB-MB Agreements** – You agree that, when you use QNB-MB, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers. This Agreement does not replace the agreement you have with your other service providers. You understand that those agreements may contain fees, limitations, and restrictions, which might impact your use of QNB-MB (such as data usage or text messaging charges), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services and you agree to resolve any problems with your provider directly without involving us.

You agree to carefully review your account disclosures, for they may contain fees that would pertain to QNB-MB (such as, but not limited to, fees for going over the 6 limited electronic transfers for interest-bearing savings accounts).

**Equipment and Software**–Mobile phones and other Devices with internet capabilities are at risk for viruses. You are responsible for ensuring that your Device is protected from such viruses which could result in damage to your programs, files, or Device. We will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. We will also not be responsible if any non-public personal information is accessed via QNB-MB due to any of the above named viruses residing or being contracted by your Device at any time or from any source. We are not responsible for any errors, delays, or your inability to access the service caused by your Device. We are also not responsible for any damage to the Device or data within.

To perform transfers through QNB-MB, you must have sufficient funds available in the accounts involved at the time the transfer is received. We reserve the right to cancel any transfers that do not contain sufficient funds to do so. We also may process transfers that exceed the available balance at our sole discretion, which may result in overdraft fees.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option as permitted by Law.

You agree to verify the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

**Your Responsibilities** -You agree to the following by enrolling in QNB-MB or by using the Service:

Account Ownership/Accurate Information – You agree that you are the legal owner of the accounts and other financial information which may be accessed via QNB-MB. You represent and agree that all the information you provide to us in connection with QNB-MB is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using QNB-MB. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Device you will use to access QNB-MB. You agree that you are responsible for all transactions processed through your Mobile Device. If you give your information to an unauthorized user, you will be responsible for all transactions that they perform through the Service

User Security – You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using QNB-MB. You agree not to leave your Device unattended while logged into QNB-MB and to log off immediately at the completion of each access by you. You agree not to provide your username, password, or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access QNB-MB, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. *You agree not to use any personally identifiable information when creating shortcuts to your account.*

We make no guarantee that any content or use of QNB-MB is available outside of the United States. Accessing QNB-MB from locations outside of the United States is at your own risk.

User Conduct – You agree not to use QNB-MB or the content or information delivered through QNB-MB in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of QNB-MB to impersonate another person or entity; (c) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (d) be false, misleading, or inaccurate; (e) create liability for QNB or our affiliates or service providers, or cause QNB to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully

threatening, or disrupt computer networks connected to QNB-MB; (i) interfere with or disrupt the use of QNB-MB by any other user; or (j) use QNB-MB in such a manner as to gain unauthorized entry or access to the computer systems of others.

Indemnification – Unless caused by bank intentional misconduct or gross negligence, you agree to indemnify, defend, and hold QNB harmless, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of QNB-MB.