

# Nantahala Bank & Trust Company Online Banking Agreement/Disclosure

**Agreement.** This Agreement governs the use of Nantahala Bank & Trust Company's Online Banking service and is made and entered into by and between Nantahala Bank & Trust Company ("Bank"), also referred to as "we" and each person who signs Bank's signature card for the Account being accessed or is referenced on the Bank's records as an owner of the Account, or each party whose signature appears on a credit line application ("Customer"), also referred to as ("you"). Each customer on the account is jointly liable for all transactions initiated through Online Banking, including overdrafts, even if the customer did not participate in the transaction, which resulted in the overdraft.

Banking business days are Monday through Friday, excluding Saturday, Sunday and federal holidays. You may access Account information through Online Banking 24 hours a day, 7 days a week, except for interruptions due to maintenance or matters beyond the Bank's control.

Online Banking services and each of your accounts are governed by the applicable Disclosures, Rates and Fee Schedules provided by the Bank in your new account packet, as each may be modified from time to time. Your initial use of Online Banking services indicates your agreement to be bound by this agreement and acknowledges your receipt and understanding of this document.

To subscribe to Online Banking, you must maintain at least one deposit Account with the Bank. Online Banking will allow you to access more than one Account, to view Account balance(s) and transaction information, transfer funds among designated Accounts, send electronic mail to the Bank, and receive electronic mail from the Bank. The Bank reserves the right to deny the Customer the ability to access Online Banking, to limit access or transactions or to revoke a customer's access to Online Banking without advance notice to the Customer.

**Fees.** You are responsible for paying any fees associated with Online Banking as outlined within this agreement as well as any fees that may be accessed by your Internet Service Provider and for any telephone charges or fees incurred by accessing Online Banking.

**Liability.** The Bank is entitled to act on instructions received through Online Banking under your password and without inquiring into the identity of the person using that password. You should not under any circumstances disclose your password by telephone or to anyone claiming to represent the Bank; Nantahala Bank & Trust Company's employees do not need and should not ask for your password. You are liable for all transactions made or authorized using your password. The Bank has no responsibility in establishing the identity of any person using your password. If, despite the Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your password or other means of access will have full access to your

account(s) even if you attempt to limit that person's authority. You must contact the Bank immediately in the event that your password has been lost, stolen or otherwise compromised so that it will not be honored and can be disabled. You hereby release the Bank from any liability and agree not to make any claim or bring any action against the Bank for honoring or allowing any actions or transactions where you have authorized the person performing the actions or transactions to use your account(s) and/or you have given your password to such person, or, in the case of a jointly held account, such person is one of the Account owners. You agree to indemnify the Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from such claims or actions.

**Business Days.** Account information displayed through Online Banking is current information. Funds transfers between Account(s) initiated on your computer using Online Banking and received by the Bank by 5:00 P.M. EST Monday through Friday will be effective on the current business day. Funds transfers processed on your computer using Online Banking and received after 5:00 P.M. EST Monday through Thursday, after 6:00 P.M. on Friday, all day Saturday, Sunday and banking holidays will be effective the following business day.

**Contact Methods.** Electronic mail to the Bank may be delayed; therefore, if you need the Bank to receive information concerning your Account immediately, you must contact the Bank in person or by telephone (i.e. stop payments, to report a lost or stolen ATM card or to report unauthorized use of your Account) at. The Bank shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail.

**Disputes.** The Bank will mail or deliver to you periodic statements for your Bank Accounts as disclosed in your deposit agreements. The Bank will include any transfers you authorize through Online Banking on your statements. You agree to review your periodic statements in accordance with this Agreement and any other deposit Agreements governing your Account, for accuracy of all data transmitted through Online Banking. You should promptly notify the Bank of any discrepancies, including but not limited to, any errors or inaccuracies related to data transmitted by Online Banking.

Some of the terms set forth below are governed by the Electronic Funds Transfer Act ("EFT Act"), which is only applicable to consumers. Commercial Account holders are not entitled to the rights provided under the EFT Act.

If you believe unauthorized transactions are being made from your Account, please notify the Bank immediately. Contact Nantahala Bank & Trust Company's Operations/Accounting Department at 828-369-2265 or write the Bank at: Nantahala Bank & Trust Company, 120 Siler Road, Franklin, NC, 28734.

If you feel that any statement is wrong, or you wish to have more information about a transfer listed on a statement, contact us in writing or by telephone. We must hear from you within sixty (60) days after we send you the FIRST statement on which the problem or error appeared. When you contact us:

- Tell us your name and Account number
- Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you notify us by telephone, we may require that you send us your complaint or question in writing within ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your Account.

We will tell you the results of our investigation within ten (10) business days after notice of the problem and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate complaints or questions concerning foreign-initiated transfers, or up to forty-five (45) days to investigate all other electronic transfers. If we need this extended time to investigate, we will provisionally credit your Account within ten (10) business days for the amount you think is in error. You will have the use of the money during the time it takes us to complete the investigation. If we decide no error occurred, we will send you a written explanation within three business days after our investigation is completed. You may ask for copies of the documents we used in our investigation.

You shall be responsible for all transfers you authorize through Online Banking. You shall also be responsible for all transactions initiated by persons to whom you have given your password. You must contact the Bank immediately if the password has been lost or stolen. Telephoning is the best way of minimizing possible losses. Failure to notify the Bank could result in the loss of all money in your Account plus your maximum line of credit, if you have one. If you report to the Bank within two (2) business days, the loss sustained by you will be no more than \$50 if your password is used without your permission. If you do not report to the Bank within two (2) business days after learning of the loss or theft of the password, and the Bank can prove that it could have prevented someone from using the password without your permission had it been notified, you could lose as much as \$500. Also, if the statement shows electronic transfers you did not make, report them to the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed, you may lose all of the money transferred after the 60 days if the Bank can prove that it could have prevented the loss had you reported it promptly. The Bank may extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying the Bank.

**Liability.** The Bank shall be responsible for performing services expressly provided for in this agreement and shall not be liable for any error or delay, so long as the Bank acted in accordance with the terms and conditions hereof. The Bank shall not be liable if you do not have sufficient funds in a designated Account to complete the transaction you initiate or if the Account is closed. The Bank shall not be liable if you have not given the Bank complete, correct or current transfer or payment instructions or if you have not followed proper instructions given through Online Banking. The Bank shall not be responsible for any loss, damage, liability, or claim arising, directly or indirectly from any error, delay or failure in performance of any of its obligations hereunder

which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstances beyond the control of the Bank.

I certify that I am at least 18 years of age, and that I have read, understand and agree to all terms, conditions and disclosures indicated on the previous screens and that I have truthfully and fully completed all items on this application.

**Acceptance.** My initial use of Nantahala Bank & Trust Company's Online Banking product constitutes my acceptance and agreement to be bound by all of the terms and conditions of this agreement and acknowledges my receipt and understanding of this agreement.

**Changes in Terms.** The Bank has the right to modify or terminate this Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Online Banking transfers will be made, including but not limited to any payments or transfers scheduled in advance or any preauthorized recurring payments or transfers. If we modify this Agreement, your continued use of Online Banking services will constitute your acceptance of such changes in each instance.

**Alerts.** Your enrollment in Nantahala Bank & Trust Company Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Nantahala Bank & Trust Company account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Nantahala Bank & Trust Company reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Nantahala Bank & Trust Company Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Nantahala Bank & Trust Company Online Banking. For

help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at (828) 369-2265. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Nantahala Bank & Trust Company provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Nantahala Bank & Trust Company's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Nantahala Bank & Trust Company, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.