

**NBDCeBank**  
**On-Line Access Agreement**

**AGREEMENT** – This Agreement is a contract that establishes the rules that cover your Internet access to your accounts at National Bank of Delaware County through **NBDCeBank**. By using **NBDCeBank**, 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 NBDC deposit accounts, as well as your other agreements with NBDC, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of New York (except to the extent this Agreement can and does vary such rules or laws). 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. 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.

**DEFINITIONS** – As used in this Agreement, the words “we”, “our”, “us” mean NBDC. “You” and “your” refer to the account holder authorized to use **NBDCeBank** under this Agreement. “Account” or “accounts” means your accounts at National Bank of Delaware County. “Electronic funds transfers” mean ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your NBDC accounts using **NBDCeBank** including bill payments (when available). “Business days” mean Monday through Friday. Bank holidays are not included.

**ACCESS** – To use **NBDCeBank**, you must have at least one checking account at NBDC, access to internet service, and an e-mail address. Once we have received your enrollment information and verified your account information, we will send you by postal mail, confirmation of our acceptance of your enrollment, along with your assigned login ID and temporary password. **NBDCeBank** can be used to access only NBDC accounts on which you have been designated an account owner. We undertake no obligations to monitor transactions through **NBDCeBank** to determine that they are made on behalf of the account holder.

**SERVICES** – You can use **NBDCeBank** to check the balance of your NBDC accounts, view bank account history, transfer funds between your NBDC accounts, view checks, and pay your NBDC loans from your bank accounts. You can use **NBDCeBank** seven days a week, twenty four hours a day, although some or all **NBDCeBank** services may not be available occasionally due to emergency or scheduled system maintenance.

**YOUR PASSWORD** – For security purposes, upon your initial login, you will be required to change your password and Access ID. 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 we recommend you change your password regularly. You should not disclose your Log-In ID or Password to anyone. If you share your password with anyone, they will have all access rights to all NBDC accounts that you have Internet access to.

Upon three (3) unsuccessful attempts to use your password, your access to **NBDCeBank** will be revoked. To re-establish your authorization to use **NBDCeBank**, you must contact us to have your password reset or to obtain a new temporary password.

**SECURITY** – You understand the importance of your role in preventing misuse of your accounts through **NBDCeBank** and you agree to examine your periodic statement for each of your bank accounts immediately upon receipt. 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 your social security number. You understand that personal identification information alone, or together with information related to your account, may allow unauthorized access to your accounts. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via **NBDCeBank** is encrypted in an effort to provide transmission security and utilizes identification technology to verify that the sender and receiver of transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that **NBDCeBank** 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 **NBDCeBank** or e-mail transmitted to and from us will not be monitored or read by others. E-mail is not encrypted and is not secure. **Never send specific account information via e-mail.**

**FEES AND CHARGES** –NBDC does not charge for the use of **NBDCeBank**. 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 **NBDCeBank**.

**POSTING OF TRANSFERS** – Transfers initiated through **NBDCeBank** before 5:00 p.m. on a business day are posted to your account the same day. Transfers completed after 5:00 p.m. on a business day, Saturday, Sunday or a banking holiday, will be posted on the next business day. **NBDCeBank** identifies transfers based upon the login ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments (when available) from your accounts in order to avoid overdrafts.

**OVERDRAFTS** – If your account does not have sufficient funds to perform all electronic fund transfers you have requested for a given business day, then

- A. Electronic fund transfers involving currency disbursements, like ATM withdrawals, will have priority.
- B. Electronic fund transfers initiated through **NBDCeBank**, 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 **NBDCeBank**, which would result in an overdraft of your account, are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**ACCOUNT LIMITATIONS** – The number of transfers from NBDC accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure 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.

Pursuant to Federal Regulation D, if you have a Savings account and/or a Money Market Deposit account you may make six (6) transfers from your account each statement period, by preauthorized or automatic transfer, or telephone (including computer) agreement, order or instruction. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**PREAUTHORIZED ELECTRONIC FUND TRANSFER** – Right to Stop Payment and procedures for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (607)865-4126, or write to us at 131-133 Delaware Street, Walton, NY 13856, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call or request online, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call or online transmission. We will charge you the current stop payment fee as disclosed in our latest Fee Schedule.

- Notice of Varying Amounts – If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- Liability for Failure to Stop Payment of a Preauthorized Transfer – If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC TRANSFERS** – Contact us as soon as possible. Telephone us at (607)865-4126 or write to us at 131-133 Delaware St., Walton, NY 13856 as soon as you can, if you think your statement is

wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST paper statement on which the problem or error appeared. When you contact us:

- Tell us your name and account number (if any).
- Describe the error or the 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.
- Tell us the dollar amount of the suspected error.

If you contact us by telephone, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you may have the use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we **do not** receive it in the form of paper writing within 10 business days, we may not provisionally credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER** – If we do not 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 your losses or damages. However, there are some exceptions. We will **not** be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or has been frozen.
- If the transfer would cause your balance to go over the credit line of an established line of credit or the credit limit for any arrangement set up to cover overdrafts.
- If you or anyone authorized by you commits fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the **NBDCeBank** electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- If you have not properly followed the on-screen instructions for using **NBDCeBank**.

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

**YOUR LIABILITY FOR UNAUTHORIZED TRANSFER – 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 phone call is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within two (2) business days after you learn of the loss, theft, compromise or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do **NOT** contact us within two (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.

Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days 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 telling us, we will extend the time periods.

**DISCLOSURE OF ACCOUNT INFORMATION** – We may disclose information to third parties about your account or the payments or transfers you make:

- When necessary for verifying or completing payments or transfers, or to resolve a problem related to a payment or transfer;
- To verify the existence and status of your account for a third party, such as a credit bureau or merchant;
- If you give the bank your written (including electronic message) permission; or
- In order to comply with government agency or court orders.

**PERIODIC STATEMENTS** – You will not receive a separate **NBDCebank** statement. Transfers to and from your account using **NBDCebank** will appear on the respective periodic statements for your account.

**CHANGE IN TERMS** – We may change any terms of this Agreement at any time. If the change would result in increased fees for any **NBDCebank** service, increased liability, 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 30 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 funds transfer system. We will post any required notice of the change in terms on the NBDC website or forward it to you by e-mail or 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 **NBDCeBank** 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 agreement 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 **NBDCeBank** services provided under this Agreement. We do not and cannot warrant that **NBDCeBank** will operate without errors or that any or all **NBDCeBank** services will be available and operational at all times. Except as specifically provided in this Agreement, or as 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 or access to **NBDCeBank**, 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 NBDC and its affiliates exceed the amounts paid by you for the services provided to you through **NBDCeBank**.

**YOUR RIGHT TO TERMINATE** – You may cancel your **NBDCeBank** service at any time by providing us with written notice by postal or fax. Your access to **NBDCeBank** will be suspended within three (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 suspension of **NBDCeBank** services.

**OUR RIGHT TO TERMINATE** – You agree that we can terminate or limit your access to **NBDCeBank** services for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of the NBDC accounts. **NBDCeBank** service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
- Upon three (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.
- Upon reasonable notice, for any other reason in our sole discretion.

**COMMUNICATION BETWEEN NBDC 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 at [ebank@natbkdelco.com](mailto:ebank@natbkdelco.com) (Please note that banking transactions through **NBDCeBank** are not made via e-mail). E-

mail transmissions are a way to communicate but are not secure. Do not send secure, confidential information via e-mail.

- Telephone – (607) 865-4126  
Fax – (607) 865-6530
- Postal Mail – You can write to us at:  
National Bank of Delaware County  
131-133 Delaware Street  
Walton, NY 13856
- In Person –

NBDC Walton Office 131-133 Delaware Street Walton, NY 13856	NBDC Andes Office Main Street, PO Box 128 Andes, NY 13731
NBDC Franklin Office 536 Main Street, Box 94 Franklin, NY 13775	NBDC Hamden Office Route 10, PO Box 144 Hamden, NY 13782

**CONSENT TO ELECTRONIC DELIVERY OF NOTICES** – You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic funds transfer disclosures, may be made electronically by posting the notice on NBDC website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

By clicking the “Yes, I Agree” link, you agree to all the On-Line Access Agreements stated above.