



QNB MOBILE BANKING AGREEMENT AND DISCLOSURE

This is an Agreement between you and QNB Bank ("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" means 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 (www.qnbbank.com) 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 first enroll in QNB Bank's 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 cannot 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 nonpublic, 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.



Responsibilities - You agree to the following by enrolling in QNB-MB or by using the Service: Account(s) 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) 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.