

# QNB Bank-ONLINE AGREEMENT

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

## Contents

Definitions.....	2
Access.....	2
Security .....	2
Fees and Charges .....	3
QNB-Online Services .....	3
Posting of Transfers .....	4
Limits on Amounts and Frequency of QNB-Online Transactions.....	4
Wire Transfers.....	4
ACH.....	4
Bill Payment Services .....	5
Stop Payment Services.....	5
Money Manager Assistant – Personal Financial Management Tool.....	5
QNB Bank-Mobile Banking Service (QNB-MB).....	6
QNB Bank-Mobile Check Deposit Service .....	6
Disclosures and Terms .....	6
Periodic Statements.....	6
Disclosure of Account Information and Transfers .....	6
Change in Terms.....	6
Disclaimer of Warranty and Limitation of Liability .....	7
Your Right to Terminate.....	7
Our Right to Terminate .....	7
Communications between QNB Bank and You.....	7
Consent to Electronic Delivery of Notices.....	8
Other Terms .....	8

# QNB Bank-ONLINE AGREEMENT

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

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

"Administrator" means the user designated on the QNB-Online enrollment form as the system administrator for QNB-Online for their business.

"Business days" means Monday through Friday. Holidays are not included. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your QNB accounts using QNB-Online.

"QNB-Online Services" means the services provided pursuant to this Agreement.

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

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

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

Initial Consumer Log in: QNB Bank will send, along with the confirmation of our acceptance of your enrollment, instructions for accessing QNB-Online. All accounts that the user is a primary or joint owner will be accessible via QNB-Online.

Initial Business Log in: QNB Bank will send the confirmation of our acceptance of your enrollment and instructions for accessing QNB-Online to the named Administrator on the enrollment form. The Administrator should change their log in ID after initial access to the system. All accounts that the company is a primary or joint owner will be accessible via QNB-Online. The company Administrator will be responsible for creating additional users for the company and assigning rights within the online banking system.

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

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

**Security** - You understand the importance of your role in preventing misuse of your accounts through QNB-Online and you agree to promptly examine your statement for each of your QNB Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts.

## QNB Bank-ONLINE AGREEMENT

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

Your Password - For security purposes, 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. You will be required to change your password at least every 180 days. Upon three unsuccessful attempts to use your password, your access to QNB-Online will be revoked. To re-establish your authorization to use QNB-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.

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

Security Preferences and Alerts - There are Security preferences and Alerts available for your use at your discretion. We encourage You to make use of these items to assist you with monitoring your accounts. Some security preferences may be required by the Bank in order to adhere to commercially reasonable protection of your QNB-Online account. If you receive an alert, and you did not initiate or perform a transaction that would trigger this alert, you are required to contact the Bank immediately for further investigation.

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

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

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

## QNB Bank-ONLINE AGREEMENT

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

**Limits on Amounts and Frequency of QNB-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 calendar month), of which you acknowledge receipt, for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Wire Transfers** – If you intend to transmit Wire Transfers through QNB-Online, you must sign a QNB Bank Wire Transfer Agreement. Please contact your Relationship Manager or call us at 1-800-491-9070.

QNB Bank will make a reasonable effort to complete the transfer on the day requested, if a domestic wire request is received in the Bank's Wire Transfer Department by 3:00 P.M. Eastern Standard Time. The international wire daily deadline is 1:00 P.M. Eastern Standard Time.

Additional security measures are required for Wire Transfers transmitted via the QNB-Online platform. You will be required to select one of the following options for your own protection of your financial assets:

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

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

ACH files must be submitted AND approved by 4:00 P.M. Eastern Standard Time, to ensure processing the same business day.

Additional security measures are required for ACH transactions transmitted via the QNB-Online platform. You will be required to select one of the following options for your own protection of your financial assets:

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

## QNB Bank-ONLINE AGREEMENT

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

**Stop Payment Services** - You may initiate stop-payment requests online via QNB-Online only for paper checks you have written (non-electronically) on your QNB Bank accounts (not QNB-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.

### **Money Manager Assistant – Personal Financial Management Tool**

Description of Service – The Money Manager Assistant (MMA) is a service which allows you to consolidate and track your financial accounts all in one convenient location. MMA is intended to assist you in organizing and managing your finances. MMA does not allow you to perform financial transactions on these accounts. MMA does not provide legal, tax, or financial advice.

Account Aggregation from Third Party Sites – This MMA allows you 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 MMA, 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 MMA, you authorize MMA to access your account information maintained by third parties, on your behalf as your agent. MMA will submit the information (usernames, passwords, etc.) that you provide to log you into the site. You hereby authorize and permit QNB Bank to use and store information submitted by you to complete and configure the MMA so that it is compatible with the third party sites. To solely provide the account information to you as part of MMA, 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 MMA is not sponsored or endorsed by any of the third parties accessible with MMA.

# QNB Bank-ONLINE AGREEMENT

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Account Ownership – You represent that you are a legal owner of the accounts located on the third party websites that you add to MMA and that you have the authority to allow us to be your agent, use MMA, 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.

## QNB Bank-Mobile Banking Service (QNB-MB)

QNB-MB Service Description – QNB-MB is offered as a convenient enhancement to QNB-Online. 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.

If you intend to use QNB-Mobile Banking you must be enrolled in QNB-Online and consent to the terms and conditions in the QNB-Mobile Banking Agreement, which can be found on the Bank's Internet website [www.qnbbank.com](http://www.qnbbank.com)

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 Bank-Mobile Check Deposit Service

If you intend to use QNB Bank-Mobile Check Deposit Service you must be enrolled in QNB-Online and consent to the terms and conditions in the QNB Bank-Mobile Banking Agreement and QNB Bank-Mobile Check Deposit Agreement, which can be found on QNB Bank's Internet website [www.qnbbank.com](http://www.qnbbank.com)

## Disclosures and Terms

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

**Disclosure of Account Information and Transfers** – Please see the Privacy Policy on the Bank's website: \_\_\_\_\_

**Change in Terms** — We may change any term of this Agreement at any time. If the change would result in increased fees for any QNB-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 QNB-Online

## QNB Bank-ONLINE AGREEMENT

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Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**Disclaimer of Warranty and Limitation of Liability** — We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the QNB-Online Services provided to you under this Agreement. We do not and cannot warrant that QNB-Online will operate without errors, or that any or all QNB-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 QNB-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 Bank and its affiliates exceed the amounts paid by you for the services provided to you through QNB-Online.

**Your Right to Terminate** — You may cancel your QNB-Online service at any time by providing us with written notice. Please see “Communications between QNB Bank and You”. Your access to QNB-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 QNB Bank-Online Services for any of the following reasons:

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

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

E-mail — You can contact us while you are using QNB-Online via the secure e-mail messaging service within the platform. You may also contact us by e-mail at: [CSC@qnbbank.com](mailto:CSC@qnbbank.com) (Please note that banking transactions through QNB-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 Bank, PO Box 9005, Quakertown, PA 18951-9005

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

## QNB Bank-ONLINE AGREEMENT

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**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.

**Other Terms** - The terms and conditions of the deposit agreements and disclosures for each of your QNB Bank accounts as well as your other agreements with QNB Bank, 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 Bank's successors and assigns. Certain of the obligations of the parties under this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.