

## Terms and Conditions

These NBT Online Banker for Business Terms and Conditions (“these Terms and Conditions”) set forth the terms and conditions that will apply to you as a user of the NBT Online Banker for Business (the “SERVICE”). By submitting a signed NBT Online Banker for Business Enrollment Form (the “Enrollment Form”) to the bank, you accept all the terms and conditions contained herein. Please read these Terms and Conditions carefully before you sign the Enrollment Form and use the SERVICE. You should retain a copy of both these Terms and Conditions and the signed Enrollment Form for your records.

- 1. Definitions.** As used in these Terms and Conditions, the words "we", "our", "us" and "Bank" mean the NBT Bank, N.A. "You" and "your" refer to the person engaging the SERVICE for business purposes and also includes anyone else authorized by you to use the SERVICE to perform transactions involving your funds. "Business day" generally means a calendar day other than Saturday, Sunday or federal holidays or any other day on which the Bank is not closed. "Person" shall mean an individual, a corporation, a limited liability company, a business trust, a partnership, an association or other commercial entity.
- 2. Equipment.** In order to utilize the SERVICE, you must have the appropriate personal computer, related equipment, software and connectivity (collectively, the "Equipment"). You understand and agree that it is your sole responsibility to obtain, install, operate and maintain the Equipment in accordance with the instructions of the manufacturer and to obtain the necessary software and connectivity, such as telephone lines or cable access. You assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of the Equipment or connectivity. You hereby release the Bank from, and agree to indemnify and hold the Bank harmless for, any direct or indirect, consequential, special or other damages you may suffer because of your failure to utilize the appropriate Equipment, software and/or connectivity and the failure of the Equipment, software and/or connectivity to properly access the Bank's Website or process the data to use the SERVICE. Upon the initial use of the SERVICE, an electronic packet of information called a "cookie" is sent by the Bank's server to the browser on each user's personal computer. The cookie is used to authenticate or identify a registered user of the cash management functions (for example, direct deposits and wire transfers) included in the ENHANCED and ADVANCED SERVICE PACKAGES described below. This cookie prohibits access to the cash management functions from any personal computer other than the personal computer upon which a user signs on for initial use. The features in the BASIC SERVICE PACKAGE described below may be accessed from any personal computer at any location.
- 3. Access.** To use the SERVICE, you must submit to the Bank a completed and signed Enrollment Form, and have at least one checking account with us, access to the Internet and an e-mail address. Access to only those accounts designated by you through the SERVICE will be based upon the information specified by you on your Enrollment Form. You can add or delete any of your accounts from the SERVICE by completing a new Enrollment Form. Additionally, any loan or line of credit that you access via the SERVICE will remain subject to the loan agreement that you executed previously. From time to time, you may submit a request to us to change the accounts and/or online Supervisor, provided that such requests are submitted in writing, are executed by a properly authorized person and are otherwise acceptable to us. From time to time, we may request and you agree to promptly provide updated information.
- 4. Business Use.** You understand and agree that all accounts subject to transactions through the SERVICE have been established in a business name and that except for the account inquiry feature, the SERVICE may be used only for business purposes. Transactions through the SERVICE are not governed by Regulation E of the Board of Governors of the Federal Reserve System. You expressly represent and warrant to us that none of the accounts that are or will be subject to transactions pursuant to these Terms and Conditions, other than the account inquiry feature, have been established, or are being or will be used, for personal, family or household purposes.
- 5. Conditions of Electronic Communications.** 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 Login identification number(s) (the "Login ID(s)"). Your temporary password(s) will be communicated to you separately. Upon your initial use of the SERVICE, you must use the provided Login ID(s) and temporary password(s) to access the service. You will be required to change the password(s) the first time the SERVICE is accessed and further agree to change your password(s) regularly. For purposes of security, we recommend that password(s) are created that utilize both upper and lower case letters and numbers. The password(s) should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of any children or spouse, and should be memorized rather than written down. The Login ID(s) and password(s) are for individual use only. You and your designated user(s) (those employees whom you designate to have access one or more accounts) are responsible for the confidentiality of the Login ID(s) and password(s) and hereby agree not to provide the Login ID(s) or password(s) to any other person. On the Enrollment Form, you will designate a Supervisor who will be responsible for coordinating and monitoring your designated users' use of the services you have selected. We do not monitor transactions through the SERVICE to determine that they are made for you or on your behalf, and we are authorized to process any transactions given to us by anyone who logs into the SERVICE with your password(s). The Bank is not responsible for any breach of security caused by your failure to maintain the confidentiality of the Login ID(s) and password(s). You agree to notify the Bank immediately in the event of loss or theft of any Login ID(s) and password(s), if you believe the confidentiality of the Login ID(s) and password(s) has been compromised in any way, or in the event you learn about a possible or actual use of the SERVICE by an individual who is not a designated user so the Bank can reset your password(s) to prevent

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unauthorized access to your accounts. The Bank hereby reserves the right to revoke your Login ID(s) and password(s) at any time, and without prior notice to you or any designated user, in the event the Bank believes that there is a threat to security of the SERVICE or any proprietary and/or confidential Bank information. You also hereby agree not to attempt, in any way, to manipulate, change or alter the SERVICE.

6. **Your Password.** After three unsuccessful attempts to use a password, access to the SERVICE will be revoked. To re-establish authorization to use the SERVICE, you must contact us to have your passwords(s) reset or to obtain a new temporary password. While this may be inconvenient, it is done as a security precaution.
7. **Service Level Packages.** You will designate your selection of one of the packages below on the Enrollment Form. By doing so you indicate your wish to access one or more accounts with us by means of the elected services included in the designated service package.

### BASIC SERVICE PACKAGE

- Balance and activity information is available as of the close of business for the previous business day.
- Full security/password protection
- Account inquiry
- Access to account detail and history
- Access to current balances
- Fund transfers between deposit accounts, to make regularly scheduled loan payments, and advance your overdraft line of credit
- Stop payment orders
- Change of address
- Reconciliation function
- Import/export files to external software
- Toll-free help desk (refer to paragraph 25 for details)

### ENHANCED SERVICE PACKAGE

All features included in BASIC SERVICE PACKAGE, plus the ability to make certain tax payments via the Electronic Federal Tax Payment System (the "EFTPS") (Use of the EFTPS requires enrollment with the Department of the Treasury/Internal Revenue Service) and originate direct deposits (use of direct deposit services require an ACH Originator Agreement).

### ADVANCED SERVICE PACKAGE

All features included in ENHANCED SERVICE PACKAGE, plus the ability to originate wire transfers (Wire Transfer Origination fees are not included in the cost of this service, refer to the most recent "Pricing Schedule". Use of this service requires a Funds Transfer Agreement.) and Automated Clearinghouse (the "ACH") transactions (Use of this option requires an ACH Originator Agreement.).

### BILL PAYMENT OPTION

Ability to make bill payments via the SERVICE in addition to your BASIC, ENHANCED or ADVANCED SERVICE PACKAGE. Fee for BILL PAYMENT OPTION is in addition to the fee for the package you select.

8. **Fees and Charges.** You agree to pay such fees and charges for your use of the SERVICE set forth on your Enrollment Form, in addition to any other fees or other charges applicable to the services accessed through the SERVICE. All such fees and charges will be deducted from the checking account designated as the "Primary Checking Account" on your Enrollment Form at the end of your statement cycle without further notice to you. If you close the account designated as your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You are also responsible for all access charges you incur for Internet services in connection with your use of this SERVICE.
9. **Automated Clearinghouse Origination.** If you elected an ENHANCED OR ADVANCED SERVICE PACKAGE, your designated user(s) may use the SERVICE to transmit direct deposit and ACH origination files to the Bank for submission to the ACH system. You must have an ACH Originator Agreement with the Bank to use these service packages.

You will be solely responsible for the accuracy and completeness of any ACH origination file transmitted to us via the SERVICE. You agree that, at the Bank's request, following each such transmission, you will provide to us via facsimile an ACH authorization form, in the format that we prescribe, which must include the transmission's total number of ACH transactions and dollars, as well

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as the settlement date for those ACH transactions. We will use this information to confirm the information that was transmitted to us electronically via the SERVICE.

ACH origination files are to be received by the Bank by 4:00 PM (EST/EDT) one (1) business day prior to the effective date of any credit file or debit file. Any ACH origination files received after 4:00 PM (EST/EDT) will be originated on the following business day and subject to the credit and debit file lead days noted above. You may specify an effective date for an ACH origination file which exceeds the credit or debit (as the case may be) file lead days noted above. However, the Bank may reject any file that contains an effective date more than ten (10) calendar days after the business day such file is received by the Bank.

**Tax Payments via EFTPS.** If you elected an ENHANCED OR ADVANCED SERVICE PACKAGE, your designated user(s) may use the SERVICE to prepare and submit electronically certain tax payments on your behalf, with the amount of such payments to be deducted from the account specified by the designated user(s), provided that the designated user(s) has access to that account, and provided that you enrolled in both the credit and debit methods with the Department of the Treasury/Internal Revenue Service's EFTPS program.

**Wire Transfers.** If you elected the ADVANCED SERVICE PACKAGE, your designated user(s) may utilize the SERVICE to transmit the data necessary to effect a wire transfer from an account to which that designated user has access. In order to be processed on a same-day basis, wire transfer requests must be received by us no later than 2:00 PM (EST/EDT) on any business day (the "Wire Transfer Cut-Off Time"). Any wire transfer request received after the Wire Transfer Cut-Off Time will be processed on the next business day. All wire transfer requests will be governed by the Banks' funds transfer agreement (the "Funds Transfer Agreement"), which should be executed by you or on your behalf by your duly authorized officer. You agree that all wire transfers requested through the SERVICE will be affected in accordance with the terms of the Funds Transfer Agreement.

You further understand and agree that, notwithstanding any instructions contained in the Funds Transfer Agreement, any designated user included in the ADVANCED SERVICE PACKAGE may have access and be authorized to initiate wire transfers through the SERVICE.

- 10. Posting of Transfers.** Transfers (other than wire transfers) initiated through the SERVICE no later than 4:00 PM (EST/EDT) on a business day (the "Cut-Off Time") are posted to your account the same. Transfers (other than wire transfers) initiated through the SERVICE after 4:00 PM (EST/EDT) on a business day or initiated on a day other than a business day, will be processed on the next business day. The SERVICE identifies transfers based upon the Login ID(s) of the user who made the electronic transfer. The view postings screens in both the transfer and bill payer menu options of the SERVICE will not reflect transfers made by multiple users from the same account if different Login ID(s) are used. You are responsible for communicating with any other persons with authorized access to your accounts concerning any transfers or bill payments they may have made from your accounts in order to avoid overdrafts and lack of complete information. The Cut-Off Time (including, but not limited to, the Wire Transfer Cut-Off Time) for transfers initiated through the SERVICE may be changed from time to time by the Bank at its sole discretion, for example, but not limited to, in case of a federal holiday or an emergency.
- 11. Bill Payment.** You must designate the account from which the payments are to be made; the complete name of the person to be paid, including the account number and the payment 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 on the next business day before 4:00 PM (EST/EDT). By using the BILL PAYMENT OPTION, you agree that, based upon instructions received under your password, we can charge your designated account by either an electronic transfer, by a check known as a "no signature required draft," or by debiting and paying funds on your behalf. We reserve the right to refuse to pay any person designated by you, but if we do so, we will notify you promptly.

**Scheduling Payments.** If a person is to be paid by paper check (as indicated on the bill payer list in the BILL PAYMENT OPTION), you understand and agree that paper checks will be postal mailed to that person and the person may not receive the payment until five (5) to eight (8) business days after the date the payment is debited from your account. If the person is to be paid electronically (as indicated on the bill payer list in the BILL PAYMENT OPTION), you understand and agree that the person may not receive the payment until three (3) business days after the date the payment is debited from your account. We are not responsible for the timely delivery of postal mail or the improper transmission or handling of payments by a third party such as the failure of the person who receives your payment to properly post a payment to your account.

**Cancelling Payments.** To cancel a bill payment that you have scheduled through the BILL PAYMENT OPTION, you must cancel the payment online using the SERVICE (by following the onscreen instructions) no later than 4:00 PM (EST/EDT) on or before the date the payment is scheduled to be debited from your account.

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**Stop Payment Orders.** Your designated user may use the SERVICE to request that we stop payment of an item payable from an account to which that designated user has access. However, stopping the payment of a paper check written from your account is different from both the cancellation or stop payment of a bill payment from the BILL PAYMENT OPTION.

- **Paper Check Written from your Account:** You may initiate stop payment requests online using the SERVICE for paper checks you have written (non-electronically) on your accounts. Online stop payment requests are processed between 8:00 AM and 4:00 PM (EST/EDT) on the business day they are received. Requests received after 4:00 PM (EST/EDT) (the "Stop Payment Cut-Off Time") will be processed by 9:00 AM (EST/EDT) on the next business day. A stop payment order must specifically identify the item subject to your request and must be received by us by our Stop Payment Cut-Off Time. Orders received after our Stop Payment Cut-Off Time will be deemed to be received as of the next business day. When you use the SERVICE to request a stop payment, your order will remain valid for a period of fourteen (14) days. To extend the effectiveness of your order beyond that time, you must sign and return a letter of confirmation that we will prepare and provide to you upon our receipt of your stop payment order. Such written confirmation will extend the effectiveness of your order for six (6) months from the date of your original stop payment order. If you wish to extend your stop payment order beyond the expiration of your initial order, you must contact us and follow our procedures for renewing stop payment orders.
- **Electronic 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.
- **Bill Payment Paper Drafts:** You cannot use the SERVICE to stop paper drafts from the BILL PAYMENT OPTION. You may be able to stop a bill payment paid by paper draft by contacting us by telephone at the number stated below in these Terms and Conditions before the paper draft has been paid, and you should ask us to determine if the paper draft has been paid when you call us. If the paper draft has not been paid, we will immediately process your stop payment request, subject to the Stop Payment Cut-Off Time noted above. All requests must precisely identify the name of the person to be paid, that person's assigned account number, the amount and scheduled date of the payment and the identification number from the bill payment view-posting screen.
- You understand and agree that, unless your order is complete and accurate, we may be unable to identify the item subject to your order. You further understand and agree that, unless we have a reasonable opportunity to act on your order prior to payment of an item, we will be unable to stop payment. By initiating a stop payment order with respect to an item, you agree that you will indemnify, release and hold us harmless from and against any claim arising in connection with our refusal to pay such item.
- You understand that you will incur a fee in the amount specified in the current Pricing Schedule for each stop payment order that you issue.

**12. Overdrafts.** If your account has insufficient funds to perform all transactions you have requested for a given business day, then:

- We will first pay electronic fund transfers involving currency disbursements, like ATM withdrawals, before we pay any other electronic fund transfers.
- At our discretion, electronic fund transfers initiated through the SERVICE, which would result in an overdraft of your account, may be cancelled.

**13. Rejection of SERVICE Requests.** We shall have the right, but not the obligation, to reject any request transmitted via the SERVICE if the request was incomplete or inaccurate in any respect, or if the request involves a transfer of funds from an account in which there are insufficient available funds to cover the request. Should we, at our sole option, elect to honor a transfer request against insufficient funds, you agree to pay us immediately upon demand any overdraft amounts, together with any and all overdraft fees and charges that may be assessed against your account in accordance with the terms of your deposit account agreement and our Account Rules and Regulations provided to you at the time you opened your account, as may be amended by us from time to time.

**14. Limits on Amounts and Frequency of SERVICE Transactions.** The number of transfers from your accounts and the amounts which may be transferred are limited, pursuant to the terms of the applicable deposit account agreement. For instance, 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.

**15. Updates.** Various transactions affecting your account(s) may be presented from time to time throughout the business day that will not immediately be reflected in the account information available to you through the SERVICE. However, we will update the SERVICE database periodically during each business day. Your requests for the SERVICE will be processed based on your most recently updated account information.

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- 16. Change in Terms.** From time to time, we may amend any of these Terms and Conditions. If the change would result in increased fees for the SERVICE, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of such transfers, we agree to give you notice at least thirty (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 fund transfer system. We will post any required notice of the change in these Terms and Conditions on the SERVICE Website 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 thirty (30) days after the change becomes effective. Your continued use of the SERVICE options 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 account agreement and other disclosures.
- 17. Your Responsibilities.** You are solely responsible for the timeliness, accuracy and completeness of any instruction and information entered by you or your designated user(s) in connection with any SERVICE transaction. Furthermore, you are solely responsible for naming the online Supervisor, additional user(s), and specifying the accounts to be accessible via the SERVICE on the Enrollment Form. You are also solely responsible for specifying those accounts and functions to which each designated user shall have access on the SERVICE and for monitoring all designated users' use of those services. The Bank shall have no responsibility for maintaining any records regarding the services to which each user has access. You agree to develop adequate internal procedures to prevent the disclosure of the Login ID(s) and password(s) to other persons and the unauthorized use of services. The Bank will have no knowledge of the password(s) established by each designated user during his/her use of the SERVICE and will have no responsibility for ensuring compliance with the procedures you develop for protecting the confidentiality of such passwords.

You understand and agree that you are solely responsible for the risks associated with the controls and use of all Login ID(s) and password(s) and the unauthorized use of services and that we are fully protected in performing any and all transactions entered under valid Login ID(s) and password(s), whether or not the person actually entering such transactions is authorized by you to perform such transactions. You agree to notify us immediately, and no later than two (2) days, in the event you believe that the security of any Login ID(s) or password(s) has been compromised or that unauthorized transactions have occurred.

You further understand and agree that, notwithstanding any instructions or agreements that require two or more signatures to access your account, any one designated user will have access to that account through the SERVICE.

- 18. Periodic Statements.** You will not receive a separate SERVICE statement. Transfers to and from your accounts using the SERVICE will appear on the respective periodic paper statements for your accounts. In order to prevent misuse of your accounts and protect the privacy of your account information through the SERVICE, you agree to promptly examine your paper statement for each of your accounts as soon as you receive it.
- 19. Security.** You agree to protect the confidentiality of your account(s) and account number(s) and your personal identification information, such as your driver's license number and tax identification/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 Login ID(s) and password(s) are intended to provide security against unauthorized entry and access to your accounts. The Bank is committed to using advanced technology on its computer system, including, but not limited to, fire walls and encryption of data for transactions made via the SERVICE. In an effort to provide transmission security, the SERVICE utilizes identification technology to verify that the sender and receiver of SERVICE transmissions can be appropriately identified by each other. You agree to provide the Bank your e-mail address on the Enrollment Form. You may communicate electronically with the Bank by sending e-mail messages to the Bank's support staff at any time during a business day. The Bank may use the SERVICE to communicate electronically with you by sending e-mail messages to you. We will retrieve your e-mail messages periodically during each business day. It shall be your responsibility to verify that all messages sent by you are received by us. You hereby release and agree to indemnify and hold the Bank harmless for any damages you may suffer because of (a) your use of the Bank's e-mail feature or any actions taken or any omissions to act by the Bank as a result of any e-mail message sent by you to the Bank and (b) for any damages you may suffer because of any actions or any omissions to act on your part as a result of any e-mail message the Bank sends to you. You hereby agree not to use e-mail for the transmission of any confidential information, including credit card numbers, Login ID(s) and password(s), and not to give instructions to change or confirm your Login ID(s) or password(s) by e-mail. Even though we make reasonable efforts to insure that the SERVICE is secure, you acknowledge that the Internet is not totally secure and it is possible that all data transfers, including electronic mail, can be monitored and read by others. We cannot and do not warrant that all transactions utilizing the SERVICE, or e-mail transmitted to and from us, will not be monitored or read by others. By using the SERVICE, you agree to accept this risk.

You hereby consent to the level of security outlined in these Terms and Conditions and acknowledge that the Bank is unable to guarantee the security of the information sent or displayed via the SERVICE. You also agree that the Bank is not responsible for any breach of security of the SERVICE caused by you or a designated user's failure to maintain confidentiality of identification data. The Bank reserves the right to restrict or revoke your access to the SERVICE if the Bank believes that these Terms and Conditions have been violated. Account information includes, but is not limited to, the balance information; the status and

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description of any or all items, debits, credits or charges related to any one or more of the accounts; the account history (statements, reconciliation, importing and exporting data); and all other information about the activity associated with any one or more of the account(s).

**20. Our Responsibilities and Limitation of Liability.** We shall use our best efforts to provide you with access to the SERVICE in accordance with the provisions of these Terms and Conditions. However, we shall not be liable to you for any damages whatsoever arising in connection with a failure of the communications network, the Equipment, the software or the SERVICE, or in connection with events beyond our control.

Because the SERVICE utilizes information contained in our databases that may not necessarily reflect all current transactions, we shall not be liable to you for any damages whatsoever arising in connection with the accuracy or completeness of information supplied through the SERVICE regarding your accounts. Subject to the foregoing exclusions, our sole liability for damages to you for any cause whatsoever and regardless of the form of action shall be limited to direct damages sustained by you, but only those direct damages due to our sole negligence or willful misconduct. In cases of our sole negligence, the amount of damages that are recoverable are limited to the greater of (a) \$1,000 or (b) the amount of the average monthly fees and charges paid by you for the SERVICE for the six months immediately preceding the event(s) giving rise to your claim. In no event shall we be liable for any special, indirect, incidental (except as may be required pursuant to Uniform Commercial Code Section 4-A-305), consequential or punitive damages under any circumstances, even if we are advised of the possibility of any such damages and even if our conduct is considered to be gross negligence or intentional misconduct.

**21. Disclaimer of Warranty and Limitation of Liability. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SERVICE PROVIDED TO YOU UNDER THESE TERMS AND CONDITIONS.** We do not warrant that the SERVICE will operate without errors, or that any or all services will be available and operational at all times. Except as specifically provided in these Terms and Conditions, or otherwise required by law, you agree that our officers, directors, employees, agents and contractors are not liable for any indirect, incidental (except as may be required pursuant to Uniform Commercial Code Section 4-A-305), special or consequential damages under or by reason of any services or products provided under these Terms and Conditions or by reason of your use of or access to the SERVICE, 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. In no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the SERVICE.

**22. Indemnification and Release.** You hereby release, indemnify and hold harmless the Bank and its directors, officers, employees, vendors, licensors, agents and any third party from and against all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney fees and costs, arising out of or related to your breach of the agreements, representations, and warranties in these Terms and Conditions or your use of the SERVICE either (a) in violation of these Terms and Conditions, (b) in violation of any rights of the Bank, or any third party information provider, including copyright, patent, trade secret, trademark or other intellectual property rights and publicity and privacy rights, (c) in violation of any applicable law, rule or regulation, or (d) your or a designated user's failure to maintain the security of the Login ID and password or other identification in accordance with these Terms and Conditions. This indemnification shall be binding upon you, your personal representatives, heirs, successors and assigns and shall survive termination of these Terms and Conditions.

**23. Your Right to Terminate.** You may cancel the SERVICE at any time by providing us with written notice by postal mail, fax or e-mail. Your access to the SERVICE will be suspended within five (5) business days of our receipt of your instructions to cancel the service. You will remain responsible for all transactions and outstanding fees and charges incurred prior to the date of cancellation.

**24. Our Right to Terminate.** You agree that we can terminate or limit your access to the SERVICE for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your accounts. The SERVICE may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
- Upon five (5) 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.

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**25. Communications Between Us and You.** Unless these Terms and Conditions provides otherwise, you can communicate with us in any one of the following ways:

- You can contact us by e-mail at: [onlinebanker@nbtbank.com](mailto:onlinebanker@nbtbank.com)  
(Please note that banking transactions through the SERVICE are not made via e-mail.)
- You can contact us by telephone at: 800-628-2265 or 607-337-2265
- You can contact us by fax at: 607-336-6456 Customer Service Unit Hours: Monday through Friday 7:00am to 6:00pm. Saturday 9:00am to 12:00pm.
- You may visit us in person at any one of our branch locations.
- You can write to us at: NBT Bank, N. A. – Customer Service Center  
P. O. Box 351  
Norwich, NY 13815-0351

**26. Consent to Electronic Delivery of Notices.** You agree that any notice or other type of communication provided to you pursuant to the terms of these Terms and Conditions and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the SERVICE Website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

Additionally, except as otherwise expressly provided herein, we shall not be required to act on any notice or instruction received from you or any other person, or to provide any notice or advice to you or anyone else with respect to any matter. We shall be entitled to rely on any written notice or other written communication that we believe in good faith to be genuine and to have been signed by any director, partner, officer, employee or agent of yours, whether or not actually authorized by you, and any such communication will be deemed to have been duly executed by you.

**27. Other Rules.** The terms and conditions of the deposit agreements for each of your accounts as well as your other agreements with the Bank, such as loans, continue to apply and nothing in these Terms and Conditions shall be construed as modifying any of those agreements.

**28. Waivers.** Any waiver by either party of any of these Terms and Conditions or any default or breach of said must be in writing and any waiver shall not constitute a waiver of any other or subsequent default or breach.

**29. Assignment.** You may not assign your rights and obligations under these Terms and Conditions. We may assign our rights and obligations without your consent but we will give you notice if we do. These Terms and Conditions are binding upon you, your personal representatives, heirs, successors and assigns, and our successors and assigns.

**30. Complete Agreement.** These Terms and Conditions, together with the Enrollment Form, constitute the entire agreement between you and us with respect to the SERVICE and supersedes any prior agreements between us regarding this subject matter. However, this Agreement will not supersede any other credit or loan agreement, deposit agreement, Funds Transfer Agreement or agreement regarding automated clearing services. There are no understandings or agreements other than those stated in these Terms and Conditions and you agree that you do not rely on any other understandings or agreements, including statements and representations made by any of our employees, other than those stated herein.

If our performance of the services provided for herein in accordance with the terms of these Terms and Conditions would result in a violation of any existing or future law, rule or regulation to which we are subject, then these Terms and Conditions will be deemed amended to the extent necessary to comply with that law, rule or regulation, and we will incur no liability to you as a result of such violation or amendment.

Furthermore, if any term, covenant or condition of these Terms and Conditions be invalid or unenforceable, the remainder of these Terms and Conditions shall be unaffected and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by law.

These Terms and Conditions will be construed in accordance with and governed by the laws of the State of New York. Section headings are for convenience only and will not affect the meaning of the provisions hereof.