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## NBT ONLINE BANKER TERMS AND CONDITIONS

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These NBT Online Banker Terms and Conditions (“Terms and Conditions”) set forth the terms and conditions that will apply to you as a user of the NBT Online Banker (“SYSTEM”). By submitting a signed NBT Online Banker Enrollment Form (“Enrollment Form”) to NBT Bank, N.A., 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 SYSTEM. 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 **NBT Bank, N. A.** “You” and “your” refer to the person authorized by us to use the SYSTEM and also includes anyone else authorized by you to use the SYSTEM to perform transactions involving your funds. “Account” or “accounts” means the accounts that you maintain with us. “Electronic funds transfers” means ATM withdrawals, preauthorized transactions, point-of-sale transactions and transfers to and from your accounts using the SYSTEM, including Bill Payments. “SYSTEM Services” means the services provided to you by the terms of these Term and Conditions, including the Bill Payment service. “Business days” generally means any calendar day other than Saturday, Sunday or federal holidays.
- 2. Access.** To use the SYSTEM, you must have at least one checking account with us, access to the Internet and an e-mail address. 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-ID number and a temporary password. The SYSTEM can be used to access only those accounts that you have designated on your Enrollment Form. You can add or delete any of your accounts from these Terms and Conditions by completing a new Enrollment Form. Access to your accounts through the SYSTEM will be based on the information specified by you on your Enrollment Form. We do not monitor transactions through the SYSTEM to determine that they are made for you or on your behalf, and we are authorized to process any transactions sent to us by anyone who logs into the SYSTEM with your password. If your password is stolen or lost, you should call us AT ONCE to reset your password to prevent unauthorized access to your accounts.
- 3. SYSTEM Services.** You can use the SYSTEM to check the balance of your accounts, view account activity and histories, transfer funds between your accounts, order checks, make stop-payment requests, change your address and pay bills from your accounts in the amounts and on the dates you request if you have requested the Bill Payment service on your Enrollment Form. Balance and activity information is available as of the close of business for the previous business day.
- 4. Hours of Access.** You can use the SYSTEM seven (7) days a week, twenty-four (24) hours a day. At some times, some or all System Services may not be available due to an emergency or scheduled system maintenance. We may post a notice of any extended periods of nonavailability on the SYSTEM website.

5. **Your Password.** For security purposes, you are required to change the temporary password we issue you the first time you access the SYSTEM. You determine what password you will use, and your password is not communicated to us. You agree that we are authorized to act on any instructions received under your password. You are responsible for the confidentiality and security of your password and agree to change your password regularly. After three unsuccessful attempts to use your password, your access to the SYSTEM will be revoked. To reestablish your authorization to use the SYSTEM, you must contact us to have your password reset or to obtain a new temporary password. While this may be inconvenient, it is done as a security precaution. Notify us AT ONCE if you have lost your password or if you think someone else may have it, so we can take appropriate action. For purposes of security, we recommend that you create a password that utilizes both numbers and upper- and lowercase letters. Your password should not be associated with any commonly known personal identification, such as Social Security number, address, date of birth or names of any children or spouse; your password should be memorized rather than written down.
6. **Security.** In order to prevent misuse of your accounts through the SYSTEM, you agree to promptly examine your statement for each of your accounts as soon as you receive the statement(s). 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 identification are intended to provide security against unauthorized entry and access to your accounts. Data transferred through the SYSTEM is encrypted in an effort to provide transmission security, and the SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Even though we make reasonable efforts to ensure that the SYSTEM 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 SYSTEM, or e-mail transmitted to and from us, will not be monitored or read by others. By using the SYSTEM, you agree to accept this risk.
7. **Fees and Charges.** You agree to pay the fees and charges for your use of the System Services as set forth in the Enrollment Form. All such fees and charges will be deducted from the checking account designated on your Enrollment Form as the "Primary Checking Account" on the last business day of each month without further notice to you. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request that are not covered by these Terms and Conditions. You are also responsible for telephone and Internet service fees you incur in connection with your use of the SYSTEM.
8. **Posting of Transfers.** Transfers initiated through the SYSTEM before 4:00 p.m. Eastern Standard Time (EST) on a business day are posted to your account the same day. Transfers completed after 4:00 p.m. EST on a business day, or on a Saturday, Sunday or federal holiday, will be posted on the next business day. The SYSTEM identifies transfers based on the Login-ID of the user who made the electronic transfer. The View Postings screens in both the Transfer and Pay Bills menu options of the SYSTEM will not reflect transfers made by multiple users from the same account if different Login-IDs are used. You must communicate 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 or incomplete information being provided.

9. **Overdrafts.** If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

We will first pay electronic fund transfers involving currency disbursements, such as ATM withdrawals, before we pay any other electronic fund transfers.

Electronic fund transfers initiated through the SYSTEM that would result in an overdraft of your account will NOT be paid and may be cancelled.

10. **Limits on Amounts and Frequency of SYSTEM Transactions.** The number of transfers from your accounts and the amounts that may be transferred may be limited, pursuant to the terms of the applicable deposit agreement for your accounts. 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.
11. **SYSTEM Bill Payment Service.** 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 the next business day before 4:00 p.m. EST. By using the SYSTEM Bill Payment service option, you agree that, based on 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. You also agree that your first SYSTEM Bill Payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any person designated by you, but if we do so, we will notify you promptly.
12. **Scheduling SYSTEM Payments.** If a person is to be paid by paper check (as indicated on the bill payer list), you understand and agree that paper checks will be mailed to that person and that 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), 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 mail or the improper transmission or handling of payments by a third party (e.g., the failure of the person who receives your payment to properly post a payment to your account).
13. **How to Cancel a Bill Payment.** To cancel a Bill Payment that you have scheduled through the SYSTEM, you must cancel the payment online using the SYSTEM (by following the onscreen instructions) before 4:00 p.m. EST on or before the date the payment is scheduled to be debited from your account.
14. **Stop Payment Requests.** Stopping the payment of a check is different from the cancellation of a Bill Payment. Once the Bill Payment has been debited from your account, you CANNOT cancel or stop a Bill Payment that has been paid electronically. You may be able to stop a SYSTEM Bill Payment paid by paper draft by contacting us by telephone at the number stated in these Terms and Conditions before the paper draft has been paid. When you call us, you should ask us to determine if the paper draft has been paid. If the paper draft has not been paid, we will immediately process your stop-payment request. 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 View Postings screen of the Pay Bills menu option.

You may also initiate stop-payment requests online using the SYSTEM, but only for paper checks you have written (non-electronically) on your accounts. You cannot use the SYSTEM to stop SYSTEM Bill Payment paper drafts. Online stop-payment requests are processed at 9:00 a.m. EST on the business day following the date the stop payment has been requested online. These requests must precisely identify the name of the person on the check, the check number, the amount and the date of the check.

If you make your stop-payment request online or by telephone, we will also require you to put your request in writing on paper and deliver it to us within fourteen (14) days after you call. You will incur stop-payment charges as disclosed in the current pricing schedule for the applicable account.

15. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

Where it is necessary for completing transfers; or

In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

In order to comply with government agency or court orders; or

If you give us written permission; or

As explained in the separate Privacy Disclosure.

16. **Periodic Statements.** You will not receive a separate SYSTEM statement. Transfers to and from your accounts using the SYSTEM will appear on the respective periodic statement(s) for your accounts.

17. **Change in Terms.** We may change any of these Terms and Conditions at any time. If the change would result in increased fees for any SYSTEM 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 twenty-one (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 SYSTEM 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 any or all of the System 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.

18. **In Case of Errors or Questions About Your Electronic Transfers, Including Bill Payments.**

Contact us as soon as you can either by telephone, mail or e-mail (all of our contact information is listed in paragraph 24 below) if you think your statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent 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 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 the suspected error relates to a Bill Payment made using the SYSTEM Bill Payment service, tell us the account number used to pay the bill, the name of the person you paid, the date the payment was sent, payment amount, identification number and the account number for the payment. This information appears on the Bill Payment View Posting screen.

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in writing on paper by postal mail or fax within ten (10) business days.

We will communicate to you the results of our investigation within ten (10) business days (twenty ([20] business days if the transfer involved a new account) after you contact us, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety [90] days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing on paper and we do not receive it within ten (10) business days, we may not credit your account. An account is considered a new account for thirty (30) days after the first deposit is made, if you are a new customer.

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.

19. **Our Liability for Failure to Make a Transfer.** If we do not complete a transfer to or from your account, including a Bill Payment, on time or in the correct amount, according to these Terms and Conditions with you, we will be liable for your losses or damages caused as a result. 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 a transfer.

If the transfer would cause your balance to go over the credit limit of an established line of credit.

If the terminal or the SYSTEM was not working properly and you knew about the problem when you started the transfer.

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in these Terms and Conditions with you.

20. **Your Liability for Unauthorized Transfers.** CONTACT US AT ONCE if you believe your Login-ID or 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. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you believe your Login-ID and password have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Login-ID and password without your permission. Also, if you do NOT tell us within two (2) business days after you learn of the loss or theft, and we can prove we could have stopped someone from using your Login-ID and password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make with your Login-ID and password, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost through transactions made after the sixty (60) day time period 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 may extend the time periods.

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 SYSTEM SERVICES PROVIDED TO YOU UNDER THESE TERMS AND CONDITIONS. We do not warrant that the SYSTEM will operate without errors, or that any or all System 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 or contractors are not liable for any indirect, incidental, 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 SYSTEM, 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 SYSTEM.

22. **Your Right to Terminate.** You may cancel the SYSTEM service at any time by providing us with written notice by postal mail, fax or e-mail. Your access to the SYSTEM 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 the date of cancellation.

23. **Our Right to Terminate.** You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons without prior notice:

If you have insufficient funds in any one of your accounts. The SYSTEM service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.

If you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.

For any other reason at our sole discretion.

24. **Communications Between Us and You.** Unless these Terms and Conditions provide 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 SYSTEM are not made via e-mail.)

You can contact us by telephone at: 1-800-628-2265 or 607-337-2265

You can contact us by fax at: 607-336-6456

You can write to us at: NBT Bank, N. A.  
Customer Service Center  
P. O. Box 351  
Norwich, NY 13815-0351

You may visit us in person at any one of our branch locations.

25. **Consent to Electronic Delivery of Notices.** You agree that any notice or other type of communication provided to you pursuant to 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 SYSTEM website or by e-mail. You agree to notify us immediately of any change in your e-mail address.
26. **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.
27. **Applicable 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. 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. 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.
28. **Waivers.** Any waiver by either party of any of the terms of these Terms and Conditions, or any default or breach of these Terms and Conditions, must be in writing; 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 on your heirs 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 SYSTEM. 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 in these Terms and Conditions.