

1. Digital Banking Platform

The Digital Banking Platform is a service provided to you by National Bank of Middlebury (NBM or the Bank) which permits you to access your accounts with NBM in order to transfer funds, pay bills or check the status of your accounts. You can access these services through the use of a computer or mobile device and an Internet Service Provider.

In order to use this service, you must be an existing deposit account customer of NBM. Current customers of the Bank, after reading and accepting the terms and conditions of this disclosure, may use the service.

This Digital Banking Platform Terms and Conditions (Agreement) describes your rights and obligations of the Digital Banking Platform service and other services to include Deposit Capture and Bill Payment Service (Services). It also describes the rights and obligations of NBM. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

The terms and conditions described in this Agreement are in addition to all other disclosures and agreements you have received relating to your accounts with NBM.

NBM is not responsible for the equipment and software you may use to access or use in conjunction with our Digital Banking Platform program, nor for any errors, failures, malfunctions, computer viruses or related problems that may be associated with the use of the Digital Banking Platform program.

WE DISCLAIM ALL WARRANTIES REGARDING YOUR COMPUTER AND SOFTWARE AND THEIR USE THROUGH THE NBM DIGITAL BANKING PLATFORM, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Definitions

The following definitions apply in this Agreement:

1. “Authorized Representative” refers to a person with authority (with respect to the account);
2. “Bill Payment” is the online service that enables the scheduling of bill payments using a personal computer;
3. “ISP” refers to your Internet Service Provider;
4. “Digital Banking Platform” is the internet-based service providing access to your Bank account(s);
5. “Online Account” means the Bank account from which you will be conducting transactions using a Service;

6. “Password” is the customer-generated code selected by you for use during the initial sign on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
7. “PC” means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
8. “Time of day” references are to Eastern Standard Time;
9. “We”, “us”, or “Bank” refer to NBM which offers the Services and which holds the accounts accessed by the Services;
10. “You” or “your” refers to the owner of the account or the authorized representative.

Services Available

The NBM Digital Banking Platform has been designed to allow you to control your financial tasks from a personal computer and/or mobile device. Depending on the services requested, you will be able to:

- View a summary of your accounts, including loans, held at NBM
- Transfer funds between accounts
- Access information regarding deposits, checks, electronic debits and credits and ATM transactions
- Establish payees and schedule current, future, recurring or non-recurring payments
- Categorize payments for budgeting and tax purposes

You may use the Digital Banking Platform to contact us by electronic message. The Bank may not receive the electronic message immediately so if there are instances that need immediate attention, please contact us directly at 1-877-508-8455 or stop by one of our offices.

Because each individual has a personal user name and password, no transfers or payments may be made from any account that requires more than one signature.

Any charges or fees associated with your accounts have been provided to you in the Bank's Schedule of Fees and all deposit agreements apply as applicable to the Digital Banking Platform. If these charges or fees are amended at any time, you will be notified with your statement of the changes.

The Bank reserves the right to terminate your accounts and the use of the Digital Banking Platform at any time. Upon termination the Bank will make no further transfers or payments from your account, including any transactions you have previously authorized.

Electronic Funds Transfer Disclosure Relating to Digital Banking Platform

When you opened your account with NBM or began using a new service that involved the electronic transfer of funds, you received a disclosure explaining the terms and conditions relating to these types of transactions. The Digital Banking Platform also uses electronic transfers to process some transactions. The section below describes the terms and conditions

relating to electronic transfers when using the Digital Banking Platform. Prior disclosures remain in effect for other types of electronic funds transfers.

What is an “Electronic Funds Transfer”?

“Electronic Funds Transfer” (EFT) is a transfer of funds by electronic means. The term EFT includes all point-of-sale transfers, ATM transfers (deposits and withdrawals), direct deposits, electronic payments, and transfers initiated by telephone, personal computer or device.

EFT accounts, which can be either a checking or savings account, must be in the name of a natural person and be used only for personal, family, or household purposes.

To initiate an EFT transaction an “access device” is used. This can be a card, a code, or any other means of access to an account that a consumer can use to initiate electronic fund transfers or a combination of these. A computer password will be the access device for your Digital Banking Platform transfers.

What is a Business Day?

Business days are Monday through Friday 8:30 AM to 5:00 PM Eastern Standard Time. Federal holidays are not included.

How Frequently Can Transfers be Made?

1. You may transfer funds as permitted in your NBM Deposit Account Agreement. The number of funds transfers and bill payments is unlimited.
2. Transfers may take up to one (1) business day depending on the day and time the transfer is requested. Transfers will be made if funds are available. For security reasons, there are limits on the dollar amount of transactions from your accounts.

What if a Transfer is Not Made?

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If the computer, software, or Internet Service Provider you used to conduct the transaction fails or malfunctions.
- If you have not provided complete, correct and current information needed to make a transfer or process a bill payment.
- If you do not authorize a bill payment allowing sufficient time for the payment to be made and properly credited by the payee by the time it is due or if the payee fails to credit your account promptly upon receipt.

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- For any indirect, incidental, special or consequential damages that were not intentional but the result of a bona fide error, notwithstanding our procedures to avoid such errors.
- There may be other exceptions stated in our agreement with you.

What Documentation Will You Receive?

You can get balance and transactional information on any day. This information may only be current as of the close of business on the previous business day.

If you make a transfer from one type of account to another, you will receive a confirmation and reference number for the transaction on the computer. You are advised to either print this confirmation or copy down the reference number for your records.

Can Payments Be Stopped?

If you have transmitted a bill payment request, you can void your request using the Digital Banking Platform. Your request to void the transaction must be made while the transaction is still in “pending” status.

If you are unable to access the Digital Banking Platform and wish to void an individual or recurring bill payment request, you can call us at 1-877-508-8455, stop by a branch or write us at National Bank of Middlebury, P.O. Box 189, Middlebury, VT 05753-0189 and we will make a good faith effort to stop the processing of the bill payment request. Your instructions must include the transmit date, amount of payment and payee.

We will not be liable if we fail to stop the processing of a bill payment request because you did not provide us with sufficient information or you did not allow us a reasonable opportunity to act on it. We will not be liable if the processing of a bill payment request causes checks drawn on your account to be returned for insufficient funds. If we do stop the processing of a bill payment request at your direction, you agree to pay all costs we may incur as a result.

Written stop payment instructions are good for 180 (one hundred eighty) days unless we receive written notice to remove it or renew it before the 180 (one hundred eighty) day period expires. If you ask us to stop one of these payments three (3) business days or more before the bill payment request is scheduled to be processed, and we do not do so, we will be liable for your losses or damages.

What are the Charges for EFT Services?

Any charges for EFT services are contained in NBM’s Schedule of Fees.

What Third Parties Will Be Given Information?

It is our general policy to treat your account information as confidential.

However, we will disclose information to third parties about your account or the transactions you make in the following situations:

1. If we return checks on your account drawn on non-sufficient funds or if we are unable to complete an electronic transfer of non-sufficient funds.

2. Where it is necessary for completing transactions
3. Where it is necessary for activating additional services.
4. In order to verify the existence and condition of your account for a third party, such as a credit bureau, merchant, or payee.
5. In order to comply with government agency or court orders.
6. If you give us your written permission.
7. In accordance with our Privacy Policy.

What You Should do if Your Password is Lost or Stolen? (Consumer Accounts Only)

When you enroll in the Digital Banking Platform you will set a user name and be provided a temporary password. You must select a new password immediately upon accessing the Digital Banking Platform for the first time. In order to limit your liability, tell us AT ONCE if you believe your password has been lost or stolen.

Telephoning NBM about your password is the best way of keeping your possible losses to a minimum. You could lose all the money available for withdrawal in your account. Also, if your statement shows transfers that you did not make please notify us within 60 days of the discrepancy.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 1-877-508-8455, email us at info@nbmvt.com, stop by a branch or write us at: National Bank of Middlebury, P.O. Box 189, Middlebury, VT 05753-0189.

What Should You Do in Case of Errors or Questions?

In case of errors or questions about your electronic transfers, telephone us at 1-877-508-8455, email us at info@nbmvt.com, stop by a branch or write us at: National Bank of Middlebury, P.O. Box 189, Middlebury, VT 05753-0189 as soon as you can. If you think your statement is wrong or if you need more information about a transfer listed on the statement we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

We will need to know:

- Your name and account number.
- A description of the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information.
- The dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days (twenty (20) business days for new accounts.) 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 and we do not receive it within ten (10) business days, we may not provisionally credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide 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. We may revoke any provisional credit provided to you if we find an error did not occur.

Funds Availability

Our policy is to make funds from your deposits available on the first business day after the day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. Refer to our Funds Availability disclosure for more information.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal holidays. If you make an electronic deposit before 5:00 P.M. Eastern Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 P.M. Eastern Time or on a day that we are not open, we will consider that the deposit was made on the next business day we are open. (If you are a new customer and your account is less than thirty (30) days old, your funds may be held for seven (7) business days.

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 5th (fifth) business day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first 30 (thirty) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposit of cashier's, certified, teller's, traveler's and federal, state and local government checks will be

available to you on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

2. eStatements

Enrollment Terms and Conditions

Once enrolled in the Digital Banking Platform, you may select to enroll in eStatements to receive your selected periodic account statement(s) electronically via the Digital Banking Platform. By enrolling in eStatements, you agree that you will no longer receive your statements in paper form. It also means that you agree to receive online any legal notices and other information affecting your account(s) that would otherwise have been included with your paper statement, including, but not limited to, account agreements, fee schedules, privacy and other regulatory notices, and amendments to any of those documents. If images of paid checks are returned with your paper statement the images of paid checks will not be returned by mail, but images of your paid checks will continue to be available online. When you select this option, you must then log on to NBM's secure Digital Banking Platform using your Digital Banking Platform access ID and password to view your eStatements, check images and/or other notifications.

In order to access your periodic account statement information electronically, you must have a computer or mobile device with Internet access. Statements can be accessed from an Apple Mac OS X 10.10 or later, Microsoft Windows 10 or later. For mobile application access, please leverage Android 9.x or later, and Apple iOS 14.x or later. We recommend the most recent version of Adobe Reader available for desktop and mobile devices. If you choose to use a third-party PDF application, National Bank of Middlebury cannot guarantee documents will appear as intended. For specific device and browser requirements, please visit our Digital Platform FAQ page. Additionally, any current functionality on a different configuration may be diminished or eliminated in future updates to the service. From time to time the hardware and/or software requirements to download and view eStatements may change. Browser support is subject to change without notice, so we encourage our customers to configure browsers for automatic updates.

A PDF version of your account statement will be made available. The PDF version of your periodic account statement will be the legal statement of record. Adobe Acrobat Reader® DC (or other software capable of reading a PDF file) is required to view your statement. Adobe Acrobat Reader® can be acquired for free at www.adobe.com/reader. In order to print and retain a paper copy of your statements, you will need a printer attached to your computer.

Review of Periodic eStatements

You must promptly access and review your periodic account statement and notify NBM in writing immediately of any error, unauthorized transaction, or any other irregularity. If you

allow someone else to access your eStatement, you are still fully responsible to review the periodic account statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time period, as described in the Deposit Account Agreement and disclosed on the periodic account statement, within which you must notify NBM of any error on your personal account statement shall begin on the periodic account statement email notification date regardless of when you access and/or review your eStatements(s). If you do not immediately report to NBM any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debts or items, you shall be deemed conclusively to have accepted all matters contained in the eStatement to be true, accurate and correct in all respects. Your periodic account statement will become available through the Service shortly after the end of your statement cycle period. Your check images may be available to you even before all of the images of your cancelled checks have been processed for the statement cycle period. However, the Service is uploaded multiple times each day and as soon as your check images are processed, they will be made available to you through the Service.

Your account statements will become available through the Service incrementally each month after you enroll in the Service, creating an archive of three (3) years of past statements. If you wish to retain your account statements for a longer period of time, you should download them to your computer or print them during the three (3) years that they are available through the Service. If you request a paper copy of either your deposit account statement or any check referenced in that statement from us, we will provide a legible copy within a reasonable period of time. A paper statement fee may be applicable.

eStatements may only be accessed through NBM's Digital Banking Platform. When your eStatements are available, you will receive an email notification to the email address you have on file with NBM. Any account statement posted will be considered delivered on the day that it was first made available to you for viewing. If your email notification is returned to us undeliverable and we are unable to reach you, we may discontinue eStatement services and mail your periodic account statements in paper form to your current mailing address on file via U.S. Mail. There may be a charge in accordance with the applicable Fee Schedule for subsequent paper statements. Regardless of your receipt of email notification, you agree that our posting of your statements on the Digital Banking Platform Web site constitutes delivery of your periodic account statement. We encourage you to log on to the Digital Banking Platform at least once a month to review your statements.

You agree to provide NBM with an email address in order to receive your email notifications. It is your responsibility to ensure that NBM has your correct email address. If your email address changes, you must provide us with your new email address by contacting the Bank in writing at the address listed below, updating it through your Digital Banking Platform or by contacting one of our Customer Service Representatives, in person, at any branch location. You may request a paper copy of any statement or other information received electronically under this Agreement by writing to us at the address listed below. We may charge a fee for each paper statement copy you request. You may also contact one of our Customer Service Representatives, in person, at any branch location.

You may elect at any time to withdraw consent to receive your periodic account statement in electronic format by submitting a request to the Bank in writing at the following address: National Bank of Middlebury, P.O. Box 189, Middlebury, VT 05753-0189 or by contacting one of our Customer Service Representatives, in person, at any branch location. If this is a feature of a particular account we reserve the right to convert this account to another type of account with similar features or to charge your account a fee for paper statements as stated in our Schedule of Fees. By clicking the accept button, you acknowledge that you have read and agree to the terms and conditions in this “ELECTRONIC STATEMENT DELIVERY DISCLOSURE AND AGREEMENT.” You further acknowledge that you are authorized to enter into this Agreement for all persons who are authorized to access any of your accounts and that all persons will also be bound by the terms and conditions within this Agreement.

3. Alerts

Alerts

Your enrollment in NBM’s Digital Banking Platform (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your NBM account(s). Account Alerts and additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We are not obligated to notify you if we cancel alerts. NBM reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery

We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your NBM Digital Banking Platform message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message

To stop alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in NBM’s Digital Banking Platform. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at 877-508-8455.

Limitations

NBM provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide

alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside NBM's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold NBM, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information

As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages

4. Text Banking

Program

NBM offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Customers will be allowed to opt out of this program at any time. Message & Data rates may apply. For help, text "HELP" to 99588.

To Stop the Program

To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions

By participating in the Digital Banking Platform, you are agreeing to the terms and conditions presented here. Digital Banking Platform and any software you may obtain from the Digital Banking Platform ("Software") may not be available at any time for any reason outside of the reasonable control of NBM or any service provider.

Privacy and User Information

You acknowledge that in connection with your use of the Digital Banking Platform, NBM and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the

content of messages, data files and other data and information provided by you or from other sources in connection with the Digital Banking Platform or the Software (collectively “User Information”). NBM and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Digital Banking Platform and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. NBM and its affiliates and service providers also reserve the right to monitor use of the Digital Banking Platform and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use

You agree not to use the Digital Banking Platform or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration.

Regulations

Without limiting the foregoing, you agree that you will not use the Digital Banking Platform or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by NBM (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of NBM or any third-party service provider involved in the provision of the Digital Banking Platform; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose NBM, any third-party service provider involved in providing the Digital Banking Platform, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm

to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of the Digital Banking Platform or the Software, the security of the Digital Banking Platform or the Software, or other customers of the Digital Banking Platform or the Software; or (d) otherwise abuse of the Digital Banking Platform or the Software.

Use of Google Maps

You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

5. Mobile Deposit Service

Services

The mobile deposit capture services (“Service”) are designed to allow you to make deposits to your checking, savings or money market accounts from home, office or other remote location by scanning checks and delivering the images and associated deposit information to NBM.

Acceptance of these Terms

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time and we will provide notice of such changes to you as required by applicable law. Your acceptance of the revised Agreement or the continued use of the Service will constitute your consent to be bound by the revised agreement. No changes to the Agreement requested by you shall be effective unless received and agreed to in writing by the Bank.

Hardware and Software

In order to use this Service, you must obtain and maintain, at your sole cost and expense, a compatible mobile device and/or other hardware and software that meets all technical requirements, as specified by the Bank for proper delivery of the Service.

Fees

No charges for deposits made to Consumer or Business accounts. Fees are subject to change at any time.

Eligible Items

You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC). You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items. This list may be amended at any time.

- Checks payable to a person or entity other than the person or entity that owns the account into which the check is being deposited
- Checks containing an alteration or which you know or suspect are fraudulent or not authorized by the owner of the account on which the check is drawn

- Checks previously converted to substitute checks, as defined by Reg. CC
- Checks drawn on a financial institution outside the United States
- Checks not payable in United States currency
- Checks that are remotely created checks, as defined by Reg. CC
- Checks dated more than 6 months prior to the date of deposit
- Checks with any endorsement on the back other than that specified in this agreement
- Checks payable on sight or payable through Drafts, as defined in Reg. CC
- Checks that have previously been submitted through the Service or through a remote deposit capture service at any other financial institution.
- Checks or items issued by the US Treasury Department

Endorsements Procedures:

- Prior to electronically transmitting a digital image of the original check, it must be endorsed with: Your signature, your account number and “FOR MOBILE DEPOSIT TO NBM”
- Scan the front and back of each check to be deposited.

Receipt of Deposit

We reserve the right to reject any check transmitted through the Service, at our discretion, without liability to you. NBM is not responsible for processing or transmission errors that may occur, or for deposited items that we do not receive.

Availability of Funds

Mobile Deposits received before 4:00PM on a business day will be credited to your account the same day. Deposits received after 4:00PM and on holidays or days that are not business days will be credited to your account at the end of the following business day. Funds from Mobile Deposits that are accepted by the Bank will be made available to you on the first business day after the business day of deposit.

Image Quality

The front and back images of an item transmitted to us must be legible. Items with poor image quality may delay the deposit process. You agree that we shall not be liable for any damages resulting from items with poor image quality, including those related to rejection of, or the delayed or improper crediting of such a check, or from any inaccurate information you supply regarding the check or item.

Disposal of Transmitted Checks

Upon confirming that you received full credit for the check deposited, you must destroy the check by shredding or other means, or clearly mark “VOID” or “Electronically Deposited” on the front and back of the check. You agree never to represent to us or any other party, a check or item that has been deposited through the Service. You will be liable for checks that are presented and/or deposited more than once.

Deposit Limits

Deposits are limited to \$2,500 per business day for consumer accounts and \$5,000 per business day for commercial accounts. Limits may be increased upon request and Bank approval. These limits are subject to change at any time. Items transmitted that exceed these limits may result in a rejection of the deposit.

Errors

You must notify us of any errors, or suspected errors, related to the items deposited through the Service as soon as possible after they occur, and in no event later than 30 days after the related account statement is sent. You can contact us by calling 877-508-8455 or by visiting a branch. Unless you notify us within 30 days, the account statement containing the deposits made through the Service is deemed correct, and you cannot bring a claim against us for any alleged errors. By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. NBM bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

User Warranties and Indemnification

You warrant to NBM that:

- You will only transmit eligible items
- You will not transmit duplicate items
- You will not re-deposit or re-present the original item
- All information you provide to NBM is accurate and true
- You will comply with this Agreement and all applicable rules, laws and regulations
- You are not aware of any factor which may impair the collectability of the item
- You agree to indemnify and hold harmless NBM and its affiliates and their respective officers, directors, employees, agents, insurers (each an “indemnified Party” and, collectively, the “Indemnified Parties”) from any loss for breach of this warranty provision
- You make the following warranties with respect to each image:
- Each image is a true and accurate rendition of the front and back of the original check without any alteration, and the drawer of the check has no defense against payment of the check
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will
- be asked to make a payment based on an item that has already been paid
- There are no other duplicate images of the original check
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check

- You have possession of the original check and no party will submit the original check for payment

You agree that the files and images transmitted to us will contain no viruses or other disabling features that may have an adverse impact on our network data, or related systems

Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

Availability

Mobile Deposit may be unexpectedly, unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet Service Provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to: National Bank of Middlebury, PO Box 189, Middlebury, VT 05753. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Service.

Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure your mobile device remains securely in your possession until the deposit is completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. If you learn of any loss or theft of original checks, you will notify us immediately by telephone at (877) 508-8455. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. You agree to notify us promptly if your mobile device is lost or stolen or you have any reason to believe your Mobile Deposit access may have been or is subject to compromise.

Termination

We may terminate this agreement at any time and for any reason. This agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this agreement may be terminated if you breach any term of the agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your account agreement.

Ownership and License

You agree that NBM retains all ownership and proprietary rights in the Service, associated content, technology, and website. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this agreement immediately terminates your right to use the Service.

Disclaimer of Warranties

You agree our use of the Service and all information and content (including that of third parties) is at your risk and is provided on an “as is” and “as available” basis. We disclaim all warranties of any kind as to the use of the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Service:

- Will meet your requirement
- Will be uninterrupted, timely, secure, or error-free

Limitation of Liability

You agree we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this service, regardless of the form of action or claim (whether contract, tort, strict liability, or otherwise), even if the Bank has been informed of the possibility thereof.

6. Passcode for the Digital Banking Platform

Passcode allows you the option to enter a passcode for authentication into your Mobile Banking session instead of your login ID and password. By opting into this optional feature, you will be prompted to enter a passcode that you will create, which you will be able to use upon the next start of the application. It is suggested that you choose a passcode that is not your ATM or Debit Card PIN. For further security, we suggest taking advantage of any additional password or lock features your device may offer. This feature will be enabled on the device you register your passcode with. It is recommended that you do not use this feature on devices you share with others. In the event that you forget your passcode, you can choose the standard login method at the start of the application.

To enable, click Menu, then Settings. Under Security, you’ll see the option for Touch/Face ID. Select this option and toggle on/off Passcode.

Touch/Face ID for the Digital Banking Platform

This feature lets you validate your Mobile Banking session using your devices biometric authentication features instead of a login ID and password. With this feature enabled, your device will use facial recognition or you will be prompted to place your registered fingerprint on the scanner to login. This feature is only available for users whose device supports biometric authentication. In the event that you choose to disable this feature on your mobile device, your account will revert back to requiring a login ID and password.

To enable, click Menu, then Settings. Under Security, you’ll see the option for Touch/Face ID. Select this option and toggle on/off Touch/Face ID.

7. Warranty

THE DIGITAL BANKING PLATFORM APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE DIGITAL BANKING PLATFORM APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE DIGITAL BANKING PLATFORM APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE DIGITAL BANKING PLATFORM APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

8. Privacy and User Information Data Analytics

You acknowledge that in connection with your use of the Digital Banking Platform, the Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with the Digital Banking Platform or the Software. The Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Digital Banking Platform, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. View our full privacy statement at <https://nbmvt.com/privacy/>

Android is a trademark of Google Inc.