

NexTier Bank Online Banking Disclosures

Electronic Statement Disclosure for Web Banking Customers

This agreement contains important information about delivering e-Statements and disclosures. Please read it carefully and retain a copy for your records.

Delivery of Electronic Documents

You have elected to have account documents sent to you electronically via the email address provided or via Web Banking. You understand and agree that by enrolling for the electronic documents service that we may discontinue sending paper statements, notices, disclosures, change of terms, etc. to you. Your consent to receive electronic documents includes, but is not limited to:

- Periodic or monthly billing statements for your account
- All legal and regulatory disclosures and communications associated with your account
- including:
 - Electronic Fund Transfer Act
 - Expedited Funds Availability Act
- Notices or disclosures about a change in the terms of your account
- Privacy policies and notices

Registration

Consent to eStatement Services Before you can subscribe to the eStatement Service; we need your consent to provide these documents to you electronically. You may affirmatively consent to receiving statements and disclosures electronically by checking on the box to accept on the eStatement enrollment page. You are also consenting to receive the following: eStatement, disclosures, notices, terms and conditions, and other documents and all changes to the disclosures, notices, etc. electronically, in lieu of paper form; hereafter collectively referred to as "electronic documents". This Agreement applies to each account you have enrolled in eStatements. You will be notified by email when the electronic statement is available for retrieval. Once downloaded, you can view, print or save it as a file on your personal computer. By checking the e-statement enrollment box you consent to the following actions:

- Affirmatively Consent to receive your statements and disclosures electronically
- Acknowledge that you have the System Requirements to access, receive, and retain,
- all electronic statements
- Relinquish the option to receive your statement in paper format.

Contact Information

The notification of the availability of your e-statement will be sent to the e-mail address of the designated Web Banking user. The customer assumes responsibility for maintaining the e-mail address and other contact information for this notification. If this information should change you must notify the bank immediately either by phone at 724-214-6300 or by sending a letter with the change to NexTier Bank, Electronic Banking Department, PO Box 1232, Butler, PA 16003-1232.

Requesting a Paper Copy of Statement

Paper Copies of Statements may be obtained by calling 724-214-6300 or by writing NexTier Bank, Attn: Electronic Banking Department, P.O. Box 1232, Butler, PA 16003-1232.

System Requirements

Opting for the eStatement service requires that you have access to a personal computer with the following capabilities:

- A web browser Internet Explorer (version 6.0 or higher), or Mozilla Firefox 1.0 or higher
- An Internet service provider
- Adobe® Acrobat Reader® for viewing your statements
- Access to a printer or the ability to download information to your computer.

You will be notified of any hardware or software system upgrades and any additional requirements necessary to continue to receive your statements electronically. If these upgrades prevent you from continuing with this service, you may opt out by following the procedures specified in the "Termination of Service" section.

Termination of Service

This Agreement will remain in effect until terminated by you or the Bank.

NexTier Bank Online Banking Disclosures

Your Right to Terminate

You may cancel your eStatement Service at any time by one of the following methods:

- A written notice by U.S. mail to NexTier Bank, Attention: Electronic Banking Department, P.O. Box 1232, Butler PA 16003-1232;
- Send a signed fax to 724-283-5048;
- Call us at 724-214-6300 and talk to one of our representatives.
-

The eStatement service will be terminated within two business days following receipt of proper notification.

Our Right to Terminate

You agree that we can terminate or limit your access to the Internet Banking Service for any of the following reasons:

- Your account has an invalid e-mail address;
- You or any authorized user of your password breach this or any other agreement with us;
- We have reason to believe there is unauthorized use of your account or password;
- Upon reasonable notice, for any other reason at our sole discretion.

Arbitration

You agree that at any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

Limitation of Liability

NexTier Bank, N.A. ("Bank") shall undertake reasonable effort to ensure full performance of the eStatement service. The Bank shall be responsible for acting only on those instructions sent through the eStatement service which are actually received and cannot assume responsibility for malfunctions in communication facilities not in its direct control that may affect the accuracy or timeliness of messages sent by you. The Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software or hardware. The Bank is not responsible for any computer virus or related problems which may be attributable to the eStatement service or to any services provided by any Internet services provider. The Bank is not responsible for any interruption in electrical power, telephone service, cable service, or other means of delivery of electronic communication information to your personal computer. The Bank will not be liable or responsible for any incompatibility between the eStatement service and your personal computer system, or any lack of capability or capacity of your personal computer system, or your Internet service provider. In the absence of gross negligence or intentional misconduct on the part of the Bank, neither the Bank, any of its affiliates, nor any of their respective officers, directors, employees, or agents shall be responsible for any direct, indirect, special, incidental, or consequential damages arising in any way out of the use of the eStatement service.

THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE ESTATEMENT SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS, AND THEN ONLY TO THE EXTENT, DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

Security Policy

We have taken significant measures to help ensure that your personal information remains confidential and secure within our data center. We use state-of-the-art network, data, and physical security practices to protect your data to the best of our ability.

Security Overview

We make every effort to ensure that your information is protected. We use current industry standard encryption and employ SSL encryption to insure that information passed between our site and your browser is secure.

Physical Security

All servers involved in gathering, storing, and providing the data to you are operated in a secure data center that has restricted access to authorized personnel only. Our data center is monitored 24 hours per day and only certified employees are permitted on premises. A record is kept of all personnel who have entered the secure data center.

Access to servers requires multiple levels of authentication. Sensitive data including your access credentials and account numbers are always stored in encrypted format at all times. Our employees are made aware of our security policies, procedures and practices and confirm, on a yearly basis, that they have carefully reviewed and abide by it.

Firewalls

All external access to our internal network must go through firewalls. Additional firewalls are used to secure access to the application and database from internal sites within our institution. Our firewalls are regularly tested to insure that they are able to protect your personal information from unauthorized external and internal access.

Intrusion Detection

We use an Intrusion detection system to continuously monitor unauthorized attempts to access our site.

Secure Communications Between Systems

We use SSL to securely encrypt and protect all communications between your browser and our web servers.

Internal Business Practices

We store all access credentials in an encrypted format on a secure data warehouse. Only a few authorized individuals have access to the data warehouse and no one except you can ever see the access credentials that you have provided.

We require all users to provide ids and passwords using alpha/numeric characters to prevent easy guessing of passwords by unauthorized individuals. If you ever lose or forget your password, we allow only you to reset it by first accessing a token sent only to your email address on record and then providing the answer to your secret question.

Questions

If you have any questions about our security procedures you can contact us via email at info@nexttierbank.com or by phone at 1-800-262-1088. Be sure to provide your name, contact information, and clearly state the question. We will make every effort to answer your questions.

NexTier Bank Online Banking Disclosures

NexTier Online Banking Terms of Service

These Terms set forth the terms and conditions for any use of NexTier Online Banking Service. Please read these Terms of Use carefully.

By clicking the "ACCEPT" button, you signify your agreement to all the terms, conditions, and notices contained or referenced in this document and accept responsibility for your use of the Online Banking Service. If you choose to not accept these terms and conditions, click on the "DO NOT ACCEPT" button and your enrollment application will be terminated.

Please note that use of the Online Banking Service may include access to websites, content and services of companies other than NexTier Bank. NexTier does not make any representations regarding such third parties or their content or services and you are responsible for complying with such third parties' agreements and policies.

Access to the Online Banking Service and use of the Online Banking Service is subject to all applicable federal, state and local laws and regulations. Unauthorized use of the Service or information accessed via the Service is strictly prohibited.

Access To Online Banking

To access your accounts on Online Banking you must use your Access ID together with a Password.

You will be required to go through the Auto Open process on our web site for enrollment. You must enter one valid account number, type of account, name, email address, security question and answer, and initial password. If you have used the Telephone Banking services you will enter your 4 digit Telephone Banking password. If no Telephone Banking, enter the last 4 digits of your Social Security Number. You will be required to enter a new access ID and password. This password will be alpha numeric and must be 8 to 16 characters in length. You must use one upper and one lower case letter and at least one number in your password. Keep your Access ID and Password confidential to prevent unauthorized access to your accounts. Anyone to whom you give your Access ID and Password will have full access to your accounts, even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts, which are accessed by that Access ID and password, even if those accounts are in your name only or in your name with (an) other person(s).

To report a lost or stolen Password, call 1-800-262-1088. After hours, leave a message detailing your information on NexTier voice mail system. This request will be acted upon the next business day. If you send e-mail as notification, it is not effective until received and reviewed. If we reasonably believe your Access ID and Password has been compromised or is being used by an unauthorized person(s), NexTier reserves the right to block your access to Online Banking to maintain or restore security to our web site and systems.

Your Liability

If we complete a transfer that you make or authorize, and we subsequently learn that you have insufficient funds in the designated account for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any payment or transfers you make or authorize.

Security

For security purposes, NexTier Online Banking requires 128-bit encryption. In addition to the encryption, you will be required to choose your 8 - 16 alphanumeric password the first time you sign on to Online Banking. We will not be generating passwords. At any time, you have the ability to change your password.

E-Mail

The Bank will respond to all e-mail within 48 hours. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling 1-800-262-1088.

Limitations

The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security or credit reasons, at any time and from time to time in its sole discretion.

Funds Transfer

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There are no limits on the number or value of transaction you may initiate through NexTier Online Banking Service except as stated below, provided collected funds are available in your account(s). You are allowed a total of only six (6) withdrawals and transfers by Telephone transfers, Online Banking Service or pre authorized debits per monthly statement cycle from your Savings or Money Market accounts under the same account. If you exceed these limits, we may charge you an "excess transaction" fee.

For security reasons, we may implement limits on the number or amount of transaction you can make using our Online Banking funds transfer service.

Transfers are not final at the time we receive your instructions. Transfers made into a checking account later than 5:00 pm EST will not be available to pay checks or debits that evening. Transfers from a Savings account to a Checking account will take two days to process. Each transfer initiated on a business day will be posted to any account with us that are involved in the transaction not later than the next business day. Each transfer you initiate on a non-business day will be considered initiated on the next following business day. Information you obtain about your accounts using our Online Banking transfer service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Payoff Information

The loan payoff amount received though Online Banking only reflects principal and interest. There may be additional costs incurred at the time the loan is paid off. If you would like to confirm a payoff as of a certain day, please call us at 1-800-262-1088, Monday - Friday, 8:30 AM-5:00PM.

Interruptions in Services

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in the service. We also may need to change the scope of our services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

Software and Equipment

To access NexTier Online Banking system you must have an active account with an Internet Service Provider and an Internet browser software program from a software publisher(s), and with version number(s) we may specify from time to time, and any necessary hardware and other software.

You are responsible, at your own expense, for obtaining, installing, maintaining, and operating all equipment that accesses NexTier Online Banking. You must be an authorized user of all equipment you use. We do not warrant nor will we be responsible for any errors or failures from the malfunction or failures of your equipment.

You will need to use the most current versions of the following browsers, Internet Explorer, Mozilla Firefox, Apple Safari, or Google Chrome. The service may not produce desired results using other browser versions.

Availability of Information

Information you obtain about your account using our Online Banking Service may not reflect transactions that have not yet been posted to your account. You should keep that in mind when you perform transactions on the basis of such Information. Our Online Banking service is generally available 24 hours a day, 7 days a week.

Electronic Fund Transfer Disclosure Statement & Agreement

Electronic Fund Transfer Disclosure Statement

Your rights and responsibilities as a consumer who uses electronic transfer services are defined by the Electronic Fund Transfer Act (15 U.S.C.1693 et seq.) and Regulation E of the Federal Reserve Board. One requirement of this Act and the regulation is that we must make certain disclosures to users of our electronic fund transfer services.

Please Read and Retain These Disclosure Definitions

The terms and meaning throughout this disclosure are defined below.

"NexTier Bank", "Bank", "we", or "us" refers to NexTier Bank.

"You", "your", and "yours" refers to each consumer who has an account at NexTier Bank.

"Access" refers to the ability to obtain account information, transfer funds between accounts, or pay bills as described in this disclosure.

"Online Banking" refers to online Internet banking service, which allows you to access transaction information on Eligible Accounts and transfer funds among those accounts.

"Bill Payment" refers to the online bill payment service, which allows you to access transaction information on a designated checking account through NexTier Bank Online Banking.

"Designated Checking Account" refers to your NexTier Bank designated checking account from which you choose bill payments to be made.

"Password" refers to the entry code chosen by you to access Online Banking.

"Telephone banking system" refers to the touch-tone telephone system, which allows you to access transaction information and transfer funds between "VALID ACCOUNTS".

Online Banking

NexTier Bank provides online banking transactions after enrollment.

Bill Payment

NexTier Bank provides Bill Payment services after enrollment.

Electronic Telephone and Online Banking Transfers

NexTier Bank processes the transfer of available funds from any VALID NexTier checking, savings, or line of credit to any VALID NexTier checking, savings, installment loan, line of credit, or mortgage account through our telephone or online banking systems, as accessed by your password.

Deposits to Your Account

You may authorize a telephone transfer of funds to be deposited to your VALID DEPOSIT ACCOUNT.

You may authorize a transfer of funds between your eligible NexTier Bank accounts through Online Banking or electronic telephone transfer.

Withdrawals from Your Account

You may use the Bill Payment Services via Online Banking to electronically direct us to make payments from your Designated Checking Account at NexTier Bank from which we will make payments on your behalf to third parties (payees) previously designated on your payee list.

Using the Bill Payment service, you may also set up recurring payments to come out of the Designated Checking Account at NexTier to pay any payee set up on your payee list.

NexTier Bank Online Banking Disclosures

You may authorize an electronic telephone transfer or Online Banking transfer of funds to be debited from your checking, savings, money market or personal line of credit.

Detailed Inquiries

You may use your Logon and Password to access Online Banking and obtain balance and transaction history on eligible NexTier Bank accounts. Account balances received through Online Banking may not reflect recent transactions and the full balance indicated may not be available for withdrawal. In order to determine whether you have sufficient available funds in an account to perform a transaction, you should review your account records.

You may request detailed inquiries of your VALID accounts through the Telephone Banking System, as accessed by your password.

Transaction Limitations

You are permitted to have only six preauthorized transfers to include any telephone or Online Banking transfers you make from your Money Market Account or Personal Savings Account, and the electronic payments you authorize from such Money Market Account or Savings Account to third parties.

We do not limit the frequency or dollar amount of the electronic payments that you may authorize.

We do not limit the dollar amount of the electronic deposits that you may authorize.

We are not required to honor other electronic payments or deposits, although we may do so from time to time.

Transfers are limited to the amount of available funds in your account.

Right to Stop Payment

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how to stop a Bill Payment: Call us at: 1-800-262-1088, or write us at NexTier Bank, Customer Support, P.O. Box 1232, Butler, PA 16003 in time for us to receive your request three-business days or more before the payment is scheduled to be made. We may accept stop payment requests after the three-business day limit, but we are not required to do so under federal law. If you call, we will also require you to put your request in writing and deliver it to us within 14 calendar days after you call. An oral stop payment order ceases to be binding after 14 days if we have not received written confirmation.

You may also enter a stop payment request through Online Banking. If you enter it through Online Banking, the stop payment takes place immediately and no written confirmation is required. We will charge you a fee for each stop payment you give. Your stop payment order will continue in effect only until the payment is stopped or for six months from the regularly scheduled payment date, whichever comes first, unless you tell us otherwise. If you order us to stop one of these payments three-business days or more before the payment is scheduled and we do not do so, we will be liable for your losses or damages. If we do not receive your stop payment order in time to stop payment, we will notify you.

You may revoke your authorization to a designated payee to originate an electronic funds transfer from your VALID DEPOSIT ACCOUNT by notifying us in writing. In addition to your written notification, we may request a copy of your written notification to the payee-originator of your revocation. If you instruct us to revoke the authorization of a designated payee to originate an electronic funds transfer, by complying with the instructions above, three-business days or more before the transaction is scheduled and we do not do so, we will be liable for your losses or damages.

Notice Concerning Possible Liability for Unauthorized Use of Online Banking and Bill Payment

If you feel that your Online Banking password or Telephone Banking PIN has been lost or stolen, or if you believe that someone, without your permission, has transferred or may transfer money to or from your VALID DEPOSIT ACCOUNT, call 1-800-262-1088 or write: NexTier Bank, Customer Support, P.O. Box 1232, Butler, PA 16003-1232.

Business Days

Our business days are Monday through Friday. Holidays are not included.

Fees

Refer to the fees disclosed to you at the time you opened your account.

NexTier Bank Online Banking Disclosures

The Circumstances Under Which We Will Disclose Account Information to Third Parties

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

- Where it is necessary for completing transfers.
- To a third party you authorized to make transfers to or from your account.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with court orders, or government laws or administrative agency summonses, subpoenas, orders, examinations and escheat reports; and/or on receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.
- If you give us your written permission.

Documentation of Transfers

Periodic Statements - Customers with checking and money market accounts will receive a monthly statement on your account(s). Savings account customers will receive a monthly statement if you have had any electronic transactions post to your account during the month.

Our Liability for Failure to Make Transfers

If we fail to complete a transaction or transfer, when properly instructed by you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if:

- Through no fault of ours, you do not have available funds in your account to make the transfer.
- The transfer would go over the credit limit on your overdraft line.
- The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If an act of God or other circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.
- If the funds in your account are subject to legal process or other encumbrance restricting the use of funds.
- If we have limited or refused to complete transaction for security reasons.
- If any third party through whom bill payment is transmitted fails to properly transmit the payment to the intended payee.
- If you instruct us to make a bill payment that is too late.
- There may be other exceptions stated in our agreement with you or disclosed to you from time to time.
- We have reason to believe that the transaction requested is unauthorized.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bonafide error despite our procedures to avoid such errors.

What You Should Do In Case Of Errors, Unauthorized Transactions, Or Questions About Your Electronic Fund Transfers

Telephone us at: 1-800-262-1088 or write us at NexTier Bank Customer Service P.O. Box 1232

Butler, PA 16003-1232 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer or a Bill Payment transaction listed on the statement or receipt. You should also call the number or write to the address above if you believe a transfer has been made using the information from your check without your permission. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared or we recorded on a separate document.

- Tell us your name, address and account number (if any),
- Describe the error or the 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 you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 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 45 calendar days to investigate your complaint or question. If we do decide to do this, we will provisionally re-credit your account within 10 business days for the amount you think is in error, so that you will have 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 10 business days, we may not re-credit your account. For errors involving new accounts, point-of sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. Accounts are classified as new within 30 days after the first deposit is made.

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We will notify you of the results within three 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. If we credit your account with funds while investigating an error, you must repay those funds to us if we conclude no error has occurred.

These rights apply to transfers involving your VALID DEPOSIT ACCOUNT.

Our Right to Change Or Terminate Services

We have the right to change or terminate the services offered from time to time. If such a change is to be made permanent, we will notify you at least 21 days before a change will take effect if it will cause you greater costs or liability or if it will limit your ability to engage in electronic payments or deposits. We do not have to notify you in advance, however, if the change is necessary for security reasons.

Terms and Conditions for Mobile Banking

Thank you for using NexTier Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at anytime. In case of questions please contact customer service 1-800-262-1088 or visit info@nexttierbank.com.

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Program: NexTier Bank 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 date the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 1-800-262-1088, or send a text message with the word "HELP" to this number 99588. We can answer any questions you have about the program.

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 Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile(r), U.S. Cellular(r), Verizon Wireless Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of NexTier Bank or any service provider.

Privacy and User Information:

You acknowledge that in connection with your use of the Services, NexTier Bank 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 Services or Software (collectively "User Information"). NexTier 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 Services 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. NexTier Bank and its affiliates and service providers also reserve the right to monitor use of the Services and 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 Services and 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 Services and 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 NexTier Bank (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 NexTier Bank or any third-party service provider involved in the provision of the Services; or (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 NexTier Bank or any third-party service provider involved

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in providing the Services, 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: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or 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 Google Legal Notices found at http://www.maps.google.com/ehlp/legal_notices_maps.html, or other URLs as may be updated by Google.

The terms of this Agreement are in addition to those that apply to any account or service you have with NexTier Bank. This Mobile Banking Agreement and Disclosure sets forth the terms and conditions for any use of this Service. By requesting and using the Service, you agree to all of the terms, conditions, and notices referenced or contained in this agreement and you accept full responsibility for the use of the service. Within this Agreement, "Mobile Banking" means the banking services accessible from the Device you have registered with us. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic and which is also capable of receiving text messages. You may be assessed fees by your wireless carrier for data or text messaging services. Please be aware that standard messaging charges apply. Please consult your wireless plan or provider for details.

The terms "you", "your", and "customer", refer to each depositor on an account who is enrolled in Mobile Banking; the term "account" or "accounts" means your eligible NexTier Bank checking, savings, loans, certificates of deposit and any other NexTier Bank product linked to your Mobile Banking Service/Online Banking. We may offer additional Mobile Banking services and features in the future. Any such added services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law. It is recommended that you read this agreement carefully and print it for future reference or you can print a copy from our website at www.nexttierbank.com.

Enrollment:

Enrollment requires identification of your banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by you receiving an SMS message with a verification code which you will have to enter on the website. Additionally, you may select the type of alerts and other preferences which will determine together with your account data, the frequency of alerts delivered to you. This program will be ongoing.

Fees:

NexTier Bank currently does not charge a fee for Mobile Banking, although, we reserve the right to charge a fee for this service in the future. However, a supported mobile device is needed to use Mobile Banking. Also, your wireless carrier may charge you for data usage and text message services. Check with your wireless carrier for details regarding your specific wireless plan and any data or text messaging charges that may apply.

Limitations:

Federal regulation limits the number of transfers that you may make from a savings or money market account. Please refer to your account opening disclosures for details.

Your Responsibility:

You represent and agree to the following by enrolling in or using Mobile Banking: You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking.

You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree to inform us of any change in phone number, loss of phone (for example, the phone being outside of your control) or any other change that might affect providing the Mobile Banking Service to you, the customer. You agree to accept all responsibility for any instructions sent to the Bank from the Device and authorize the Bank to act on these instructions. It is your responsibility to contact us if you know or suspect unauthorized use of your Access ID and/or password. You agree not to provide your Access ID, password, or other access information to any unauthorized person. As a NexTier Bank Mobile Banking customer, you have chosen an Access ID and Password which allows you access to our service. You are responsible for keeping your Access ID and Password confidential and for ensuring that you have logged out when your session is complete to prevent unauthorized access.

NexTier Bank Online Banking Disclosures

Please review our Online Banking Agreement and Disclosure for further information. If you permit other persons to use your Device, log in information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Mobile Banking Transfers:

You may use the Mobile Banking Browser Service to transfer funds between your eligible NexTier Bank accounts (Internal Transfers). If you submit your transfer request prior to the 5:00 p.m. deadline on regular business days, your Internal Transfer will take place on the same business day. Transfer requests received after 5:00 p.m. Eastern Time on business days and all transactions which are requested on Saturdays, Sundays, or Bank holidays will be processed on the Bank's next business day. You must have sufficient funds available in the selected account at the time the transfer request is received. Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Truth-in-Savings Disclosure. You may be subject to fees or account conversion if you exceed the transaction limits of your account using Mobile Banking or any other methods outlined in the Disclosure. Please refer to our schedule of fees and charges you received at account opening. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

Disclosures:

Federal law requires that we obtain your consent before providing required account disclosures electronically. Therefore, your acceptance of this Agreement provides consent to us to deliver your required disclosures electronically. Please refer to New Account Disclosures.

Liability:

NexTier Bank makes no representations or warranties whatsoever with regard to Third Party Service Providers' products or services. Likewise, NexTier Bank makes no warranty of any kind, express or implied that our Mobile Banking service will be uninterrupted. We do not, and cannot, warrant that the Service will operate without error, or that it will be available at all times. Accordingly, NexTier Bank shall not be liable for any loss, damage, whether direct or indirect, costs, charges or expenses incurred by you due to a delay in or the inability to provide the Mobile Banking Services. You agree that neither we nor our suppliers or our directors, officers or employees be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, virus, malware, loss of data or other similar loss. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service.

Exhibit A -Terms and Conditions for NexTier Mobile Deposit

Mobile Deposit Services. The mobile deposit services ("Deposit Services") are designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device from home or other remote locations by taking pictures of physical checks and delivering the images and associated deposit information to the Bank or the Bank's designated processor. We reserve the right to reject any item transmitted through the Deposit Services at our discretion without incurring any liability to you.

The terms and conditions set forth in this Exhibit A shall be in addition to, and not in place of, the Mobile Banking Terms and Conditions and the Deposit Account Agreement. In the event of a conflict between the terms and conditions in this Exhibit A and the Mobile Banking Terms and Conditions or the Deposit Account Agreement, the terms and conditions in this Exhibit A shall govern. Wireless carrier charges may apply for internet minutes used. Please refer to your wireless and/or internet plan to determine the cost of using the internet through your wireless device.

Eligible items. You agree to take pictures of and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use the Mobile Deposit Services to take pictures of and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks payable to you and another party who is not a joint owner on the account.
- Checks made payable to a business that you attempt to deposit into a personal account.
- Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks that have been previously negotiated.
- Checks that have previously been submitted through the Bank or through a service offered at another financial institution.
- Checks or items previously converted to a substitute check, as defined in REG CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks that are post-dated (made payable at some point

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in the future). •Checks payable on sight or payable through Drafts. •Checks with any endorsement on the back other than that specified in this agreement. •Deposits which exceed your per check or daily limit.

Image Quality. The image of an item transmitted to the Bank using the Mobile Deposit Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Deposit Services with your signature, for mobile deposit only NEXTIER Bank or as otherwise instructed by the Bank. If the check is made payable to you and another payee, both of you must endorse the check, and it must be deposited into a NexTier Bank joint account owned by both of you. You agree to follow any and all other procedures and instructions for use of the Mobile Services as the Bank may establish from time to time.

Receipt of Items. We reserve the right to reject any item transmitted through the Mobile Deposit Services, at our discretion, without liability to you. When we receive an image, we will only notify you only if a deposit is rejected. The image is not deemed "received" by us until it is posted to your account at the end of the business day. Acceptance within the NexTier Bank Mobile Deposit application does not mean that the image is free of errors or will be accepted for deposit. Reasons for rejection may include any of the following: incomplete or missing endorsement; illegible check or poor image quality; altered check; or duplicate check. This list is a list of examples only and is not a list of all of the reasons that an image of a check may be rejected. We are not responsible for any image we do not receive. We are not responsible for items we do not receive or for images that are dropped during transmission. Images received will be available to view inside the mobile application. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

"Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. If you attempt to deposit an Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an item as an Exception Item when we review and process the item to which the Exception Item relates, the electronic item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the paying bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to NexTier Bank.

Availability of Funds. You agree that items transmitted using the Mobile Deposit Services are not subject to the funds availability requirements of Reg CC. In general, if an image of an item you transmit through the Deposit Services is received and accepted before 4:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. The Bank may delay availability of funds based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.

Disposal of Transmitted Items. Upon your receipt of a confirmation from the Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item after 14 calendar days to ensure that it is not re-presented for payment. And, you agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Bank's audit purposes.

Deposit Limits. We reserve the right to impose limits on the amount(s) of deposits that you transmit using the Mobile Deposit Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current per item and daily dollar limit is \$2,000.00. Deposit limits are subject to change at any time with our discretion. Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank.

Errors. You agree to notify the Bank of any suspected errors regarding items deposited through the Mobile Deposit Services right away, and in no event later than 60 days after the applicable Bank account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Mobile Deposit Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

Errors in Transmission. By using the Mobile Deposit Services you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the REG CC Funds Availability and Deposit Account Agreement and Disclosures governing your account.

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Mobile Deposit Unavailability. NexTier Bank Mobile Deposit may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. In the event that NexTier Bank Mobile Deposit is unavailable, you may deposit original checks at any NexTier Bank banking office.

Cooperation with Investigations. You agree to cooperate with the Bank 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 Mobile Deposit Services in your possession and your records relating to such items and transmissions.

User warranties and indemnification. You warrant to the Bank that: •You will only transmit eligible items. •Images will meet the image quality standards. •You will not transmit duplicate items. •You will not deposit or represent the original item. •All information you provide to the Bank is accurate and true. •You will comply with this Agreement and all applicable rules, laws and regulations. •You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

You understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of NexTier Bank Mobile Deposit and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to us or your use of NexTier Bank Mobile Deposit or our technology partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF NEXTIER BANK MOBILE DEPOSIT 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 NEXTIER BANK MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT NEXTIER BANK MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING NEXTIER BANK MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN NEXTIER BANK MOBILE DEPOSIT OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT 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 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, NEXTIER BANK MOBILE DEPOSIT REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Amendments and Termination: We may restrict and/or cancel, without prior notice, your ability to use the NexTier Bank Mobile Deposit system if we notice any suspicious activity or if you do not use the Deposit Services for a period of 90 days or more. You may terminate this service anytime by sending a written request by electronic mail to: info@nextierbank.com, or by contacting any NexTier Bank banking office. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. NexTier Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Deposit Services. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain and use NexTier Bank Mobile Deposit after you have received any required notice, if applicable.

Governing Law. This Agreement is governed by, and shall be construed in accordance with the laws of the state of Pennsylvania without regard to the conflict of laws principles thereof.

Disputes. Any dispute relating in any way to your use of NexTier Bank Mobile Deposit, to this Agreement, to your Account Agreement, to the Funds Availability Disclosure, or to our advertising or solicitation practices shall be submitted to confidential arbitration. Arbitration shall be conducted under the rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration or any other action or proceeding involving any other party subject to an

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agreement with us governing such party's use of NexTier Bank Mobile Deposit, whether through class action or arbitration proceedings or otherwise.

Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for NexTier Bank Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and NexTier Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within NexTier Bank Mobile Banking. NexTier Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within NexTier Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for NexTier Bank Mobile Banking is only available on compatible iOS devices.

Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by NexTier Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact NexTier Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to NexTier Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, NexTier Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING 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 MOBILE BANKING 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.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING 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

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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 MOBILE BANKING 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.

8. 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.

NexTier Bank Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in NexTier Bank Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your NexTier Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **More menu** within NexTier Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. NexTier Bank 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 NexTier Bank Online Banking message in-box, by an e-mail message. 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 NexTier Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "**HELP**" to 99588. In case of questions please contact customer service at 1-800-262-1088. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. NexTier Bank 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)

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affecting your mobile phone service provider, internet service provider(s) and other factors outside NexTier Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold NexTier Bank, 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.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, NexTier 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 Mobile Banking or the Software. NexTier 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 Mobile Banking, 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.

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for NexTier Bank Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and NexTier Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within NexTier Bank Mobile Banking. NexTier Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within NexTier Bank Mobile Banking.

Android is a trademark of Google Inc.