



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 724-538-3410. . 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 724-538-3410.

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

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 preauthorized 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 through 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 724-538-2227 Monday – Friday, 8:30 AM – 5:00 PM.

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 NextTier 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 NextTier 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 following browsers, Internet Explorer version 6.00 or higher, 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

Please read the following Online Banking information and click the "I Accept" button at the bottom of the page.



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".

A. Online BANKING

NexTier Bank provides online banking transactions after enrollment.

B. BILL PAYMENT

NexTier Bank provides Bill Payment services after enrollment.

C. 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.



1. DEPOSITS TO YOUR ACCOUNT

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

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

2. WITHDRAWALS FROM YOUR ACCOUNT

a. 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.

b. 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.

c. 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.

3. DETAILED INQUIRIES

a. 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.

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

4. TRANSACTION LIMITATIONS

a. 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.

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

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

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

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



II. RIGHT TO STOP PAYMENT

1. 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: 724-538-3410 , or write us at NextTier 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.

2. 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.

3. 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.

III. NOTICE CONCERNING POSSIBLE LIABILITY FOR UNAUTHORIZED USE OF YOUR ONLINE BANKING AND BILL PAYMENT

1. 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 724-538-3410 or write: NextTier Bank, Customer Support, P.O. Box 1232, Butler, PA 16003-1232.

IV. BUSINESS DAYS

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

V. FEES

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



VI. 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:

1. Where it is necessary for completing transfers.
2. To a third party you authorized to make transfers to or from your account.
3. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
4. 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.
5. If you give us your written permission.

VII. DOCUMENTATION OF TRANSFERS

1. 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.

VIII. 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:

1. Through no fault of ours, you do not have available funds in your account to make the transfer.
2. The transfer would go over the credit limit on your overdraft line.
3. The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
4. If an act of God or other circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.
5. If the funds in your account are subject to legal process or other encumbrance restricting the use of funds.
6. If we have limited or refused to complete transaction for security reasons.
7. If any third party through whom bill payment is transmitted fails to properly transmit the payment to the intended payee.



8. If you instruct us to make a bill payment that is too late.
9. There may be other exceptions stated in our agreement with you or disclosed to you from time to time.
10. 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.

IX. WHAT YOU SHOULD DO IN CASE OF ERRORS, UNAUTHORIZED TRANSACTIONS, OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS

1. Telephone us at: 724-538-3410
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.

- a. Tell us your name, address and account number (if any),
- b. 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.
- c. Tell us the dollar amount of the suspected error.
- d. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

2. 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.

3. 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.

4. These rights apply to transfers involving your VALID DEPOSIT ACCOUNT.

X. 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.

