



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.

A. 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:
 - o Electronic Fund Transfer Act
 - o Expedited Funds Availability Act
- Notices or disclosures about a change in the terms of your account
- Privacy policies and notices

B. 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 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.

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 for two months;
- 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 NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS, AND THEN ONLY TO THE EXTENT, DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.





