

Randolph National Bank Online Banking Agreement & Disclosure

Introduction and Definitions:

This Online Banking Agreement applies to the Online Banking services you receive from Randolph National Bank, including our optional Bill Payment service. This Agreement supplements the terms and conditions of the deposit account agreements that govern your RNB deposit accounts and the loan agreements that govern your RNB loan accounts. This Agreement will control if there is any conflict in terms between this Agreement and any of those other deposit and loan agreements. You should read this Agreement carefully to understand how our Online Banking services and features work, as well as your rights and obligations if you register for and use these Services.

Under this Agreement, except as the context otherwise requires,

- **"We", "us", "our",** the **"Bank",** and **"RNB"** refer to Randolph National Bank.
- **"You"** and **"your"** refer to each account holder that has enrolled for this Online Banking service.
- **"Available funds"** means funds deposited to your account that are available for withdrawal or transfer in accordance with our Funds Availability Policy (as such Policy may be amended from time to time), and that are not subject to any administrative hold or exercise of set-off rights by the bank; any legal process such as a garnishment; or any other legal restriction. Due to these restrictions, available funds may be less than the entire balance of your account. Available funds may be more than the entire balance of funds deposited in your account if there is a linked overdraft line of credit associated with the account; in that case, available funds will include the amount of credit available under the line.
- **"Bill Payment service"** means the separate, optional online Bill Payment service that is offered to RNB's Online Banking customers, which permits you to make single or recurring payments to merchants and other third party payees. In order to access the Bill Payment service, you must enroll for the service, agree to the Bill Payment Agreement and Disclosure, and be accepted by the Bank. The Bank offers Bill Payment services through a third party service provider.
- **"Business day"** means Monday through Friday, excluding federal bank holidays.
- **"Non-personal account"** means a deposit or loan account established by the account holder or debtor other than for personal, family or household purposes.
- **"Services"** means the Online Banking services available under this Agreement and, if you enroll and are accepted for Bill Payments, includes the Bill Payment service.
- **"Transaction Date"** has the meaning specified in Section 3.c.

1. Accepting this Agreement:

- a. **Effect of Registration:** By registering for and using the RNB Online Banking service, you acknowledge that you have received, reviewed and understand the terms of this Agreement and agree to be bound by the provisions of this Agreement and any amendments that are adopted from time to time. You must register for Online Banking before you may enroll for the separate, optional Bill Payment service.
- b. **Authorizations:** You must be an owner of a RNB deposit account or a RNB loan account in order to access it through the Bank's Online Banking service. Each owner of a deposit account or loan account is authorized to access all of the available funds held in that deposit account or loan account. We are entitled to act on transaction instructions received using your Access ID and Password, and you agree that the use of your Access ID and your Password will have the same effect as your signature authorizing the transaction.

- c. **Electronic Records and Consent:** You agree that e-mail or other electronic communications viewed or transmitted between us through the Online Banking service or (if applicable) through our Bill Payment service, will be treated as a "writing" and will bind each of us in the same way as a signed written communication in paper form. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. When any particular transfer, payment or other on-line service generates items to be charged to your account, you agree that we may debit your account without requiring your signature on the item, and without prior notice to you.

Unless otherwise provided under applicable law or this Agreement, any electronic communication you send to us will not be effective until we actually receive it and have had reasonable opportunity to act on it.

If you do not want to receive the Online Banking Agreement and Disclosure electronically (and, if applicable, the Bill Payment Agreement and Disclosure Statement), you should exit the Online Banking enrollment area of our web site, and your on-line enrollment process will be discontinued. If you do not consent to receiving an electronic copy of the Online Banking Agreement (and, if applicable, the Bill Payment Agreement and Disclosure Statement), the Services are not available to you.

2. Accessing your Accounts through Online Banking:

Account and System requirements:

- a. **Account Relationships:** To use Online Banking, you must be a customer of Randolph National Bank, and you must register. Customers who hold personal accounts, as well as those who hold non-personal accounts such as businesses or corporations, are eligible to use this service. Except as otherwise noted below, the provisions of this Agreement will govern the terms of Online Banking services for both personal and non-personal accounts.
- b. **Access ID and Password:** To register and access your accounts you will need an Access ID and a Password. First time users will need to click on "First Time Log In". For your initial log in only, your Access ID will be your Randolph National Bank account number and your Password will be the Electronic Banking Password chosen at time of account opening. If you do not remember your Electronic Banking Password, please phone Customer Support at 802-728-9611. After your First Log In you will be required to select a new Access ID and a new Password. You will be asked for your Access ID and Password each time you access the Service. For security reasons, if your computer terminal is left idle for a period of time after you log in, your access will be disconnected until you log-on again.

For non-personal accounts, the account holder is responsible for ensuring that all registered users have proper authorization with respect to the types of accounts and account features for which they are registered. The Bank reserves the right to require additional or updated evidence of such authorization at its discretion.

You agree that our security features are commercially reasonable for verifying that your Online Banking transactions are in fact authorized by you. The Bank reserves the right to modify its Online Banking security features and access code requirements at any time at its discretion, as to any or all of your accounts.

You are solely responsible for maintaining the security of your Access ID and Password, and should never provide them to a third party. (See Section 10 "Your Liability" below.)

- c. **System Requirements:** You will need an internet-enabled device, such as a personal computer with an internet connection. For the best view, your screen resolution should be set at 1024x768 pixels.

- Windows 2000, Windows ME and Windows XP:
- Microsoft Internet Explorer version 7.0 or higher
 - Netscape Navigator version 7.0 or higher
 - Mozilla Firefox version 2.0 or higher
 - Opera version 7.54 or higher

- Mac OS X:
- Netscape Navigator version 7.0 or higher
 - Mozilla Camino version 0.8.1 or higher
 - Apple Safari version 1.0 or higher
 - Mozilla Firefox version 1.0 or higher
 - Opera version 7.54 or higher

3. Permissible Online Banking Transactions:

- a. **Account Features:** All features of the Online Banking system may not be available to specific types of accounts. The type of account will dictate which features will be available; exceptions are generally noted in this Agreement. The Bank reserves the right to change account features and types and to make additional exceptions to its Online Banking services from time to time.
- b. **Account Information and Administration:** You may check the balance of any of your RNB deposit or loan accounts; and you may review transactions posted to any of your accounts, with the exception of a Certificate of Deposit, a Passbook Savings Account or a loan account. In most cases, the statement account balance and transactions shown will be current as of the preceding business day. In some cases, however, the information may be current as of time of your inquiry. The account balance may include deposits still subject to verification and/or collection by us and may not include deposits or loans in process, outstanding checks or payments, or other withdrawals, payments, credits, charges or debits. In most cases, the transaction history for the account will be available for the current and previous statement period.
- c. **Funds Transfers:** You may transfer available funds between your eligible RNB deposit accounts. You may also transfer available funds from an eligible RNB deposit account to make a payment on a loan account you have with us. Transfers are not permitted to or from Certificates of Deposits, Passbook Savings, Retirement Accounts, or Health Savings Accounts (HSA) or from any account requiring two or more signatures.

You may transfer available funds immediately, or schedule a transfer for a future date. You may also schedule recurring transfers to take place on specified future dates. When you request a funds transfer using our Online Banking service, you authorize us to follow the transfer instructions and to transfer the funds from the designated originating account to the designated recipient account. **If your request is for immediate execution and we receive it prior to 6:00 p.m. Eastern Standard Time on any business day, we will transfer the funds on that day. If we receive your request after 6:00 p.m. or on a day that is not a business day, we will make the transfer on the next business day.** A future-dated transfer (including a recurring transfer) will be made on the scheduled date if it is a business day; if the scheduled date is not a business day, the transfer will be processed on the next business day. If your recurring payment is scheduled for the 29th, 30th or 31st of the month and that day does not exist in a particular month, the Transaction Date for that payment will be the last calendar day of that month if that day is a business day, and if not, on the next following business day. The day we make the transfer is called the "Transaction Date."

We may refuse to act on your funds transfer instruction if there are not sufficient available funds in your account, including funds available under any linked overdraft plan, on the Transaction Date. Funds transferred to the designated recipient account will be deemed deposited on the Transaction Date and will be available thereafter in accordance with our funds availability policy.

We reserve the right for security reasons to limit the frequency and dollar amount of transactions from your deposit and loan accounts.

- d. **Credit Advances:** You may request an advance from your write-a-loan Creditline, Home Equity Line of Credit, or other RNB Lines of Credit. You may request that we deposit the amount to one of your RNB deposit accounts, other than a Certificate of Deposit, Passbook Savings, Health Savings Account, or Retirement Account.
- e. **Bill Payment service:** The Bill Payment service is a separate service available with a RNB checking account. If you enroll for the Bill Payment service and are accepted you will be asked to agree to our Bill Payment Agreement/Disclosure, which will be in addition to this Agreement and to the deposit account agreement, disclosures and other documents in effect and amended from time to time governing your checking account.
- f. **New or Modified Services:** New services may be introduced periodically for Online Banking. By using these services as they become available, you agree to be bound by the rules that will be made available to you concerning these services. We reserve the right to change or discontinue our Online Banking services at our discretion, at any time.

4. Limits on Transactions:

Subject to applicable law and to the last paragraph of Section 3.c above, you may make as many transfers as you would like using the Online Banking service. All savings accounts (including statement savings and money market deposit accounts) are subject to federal regulations that limit the number of certain types of transfers from those accounts. Bill Payment transactions and funds transfers to your other RNB deposit accounts through the Online Banking service will count against the limited number of transactions on these accounts, although payments to your loan accounts with us are not counted toward the limit. Your ability to transfer available funds from your accounts may also be subject to other legal restrictions and service charges under the general account terms entitled "Your Deposit Account Agreement," which govern your deposit accounts, and/or under the loan agreements that govern your loan accounts, as those agreements may be amended from time to time.

5. Online Banking Fees:

There is no charge for access to the Randolph National Bank Online Banking service or for Online Banking funds transfer transactions, including payments on your RNB loan accounts.

However, all regular deposit and loan account fees apply to transactions made through the Online Banking and/or Bill Payment services. The Bank's current service fees for deposit services (such as fees for insufficient funds transactions and stop payment orders) are disclosed in our Schedule of Fees located on the Bank's web site www.rnbvt.com or in our brochure which may be obtained at any of our banking locations. Fees relating to your loan account are generally governed by your loan documents.

There is no charge for the basic Bill Payment service. There may be additional miscellaneous charges for Customer requested services and other items. Please refer to our Bill Payment Agreement. There will be no charge for any transaction or service if needed to correct a Bank error.

6. Account Statements:

Customers using the Online Banking or Bill Payment service will continue to receive periodic account statements, either monthly or quarterly, depending on the type of account and nature of transactions. Online Banking and (if applicable) Bill Payment transactions will be itemized on the regular account statements.

7. Cancelling a Transfer between Accounts:

- a. **Immediate Transfers.** Your initiation of an Online Banking transfer (other than a future-dated transfer) between your accounts will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transaction.
- b. **Future-dated Transfers.** In order to cancel a scheduled, future-dated funds transfer, you must (i) cancel the transaction online no later than 6:00 p.m. Eastern Standard Time on the business day preceding the scheduled Transaction Date or (ii), notify us in person, by telephone or in writing on or before the business day preceding the scheduled Transaction Date. We will cancel the transfer for the date (or dates) that you request. If you tell us orally we may require that you send us your cancellation request in writing within 10 days. There is no fee for cancelling an Online Banking transfer.

8. Placing a Stop Payment on a Check Electronically:

Through our Online Banking service you may place a stop payment order on a paper check that you wrote on your Randolph National Bank checking account, providing the check has not been paid at the time that you placed the stop payment order. We must receive your stop payment request in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your online stop-payment order must precisely identify the check number and the amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order. Additional limitations on our obligation to stop payment are provided by law (for example, if we paid the item in cash or we certified the item). **Our Online Banking Stop Payment Cut-off time is 6:00 P.M. Eastern Standard Time.** [Note that this differs from, and is earlier than, the Stop Payment Cut Off time for stop payment instructions delivered other than through the Online Banking Service. Please refer to the general account terms in the document titled "Your Deposit Account Agreement."] If we receive your Online Banking stop payment request at or before 6:00 p.m. Eastern Standard Time on a business day, we will act on the stop order on the next business day. **However, if we receive your Online Banking stop payment order after 6:00 p.m. Eastern Standard Time, we will not be able to act on it until the SECOND business day thereafter.** In such a case, to avoid this delay you are encouraged to call us immediately on the next business day to place your stop payment instruction orally rather than placing it online. Ordinarily we are able to act on your stop payment instruction on a business day if we receive oral or written notice (but not including email or other electronic notice) before 9:00 a.m. Eastern Standard Time on that day.

For the stop payment request fee refer to fee schedule on our website www.rnbvt.com/about_fee.cfm. When placing a stop payment request on a check electronically only one check number can be entered per stop payment request. At the time you place a stop payment order online you will receive a Stop Pay Confirmation. Please print it for your records. In addition we will mail you a Stop Pay Receipt to the last known address we have on your checking account.

If you have a range of checks on which you wish to stop payment, we encourage you to call our Customer Accounting department to place the stop payments. Also, if you wish to place a stop

payment on an item other than a check you will need to contact our Customer Accounting department at 802-728-9611.

9. In Case of Errors or Questions:

- a. **Consumer Accounts:** For our consumer customers, the following process is regulated by Federal Regulation E. This regulation does not apply to non-personal accounts. In case of errors or questions regarding an Online Banking transaction (including, if applicable, a Bill Payment transaction), contact Customer Service at (802) 728-9611 Monday through Friday between 8:00 a.m. and 5:00 p.m. as **soon as you can**. You may also write to:

Randolph National Bank
P.O. Box 368
Randolph VT 05060

In any event, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. We will need:

- Your name and account number.
- A description of the transaction you are questioning or are unsure about and a clear explanation why you believe it is an error or why you need information.
- The dollar amount of the suspected error and date on which it occurred.

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

We will determine whether an error occurred within 10 business days (20 days if the transfer involved a new account) after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days for a new account) for the amount that is in error, so that you will have the use of your 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 credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within 3 business days after completing our investigation. If we determine 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.

- b. **Non-Personal Accounts.** In case of errors or questions regarding an Online Banking transaction relating to a non-personal account, you should notify us immediately of any suspected problem or irregularity and furnish to us all relevant information, including account holder name and number, a complete description of the transaction including dollar amount, date and recipient (if any) and an explanation of your reasons for questioning the transaction. The Bank reserves the right to request additional information it believes relevant to its investigation of the transfer. The Bank will investigate promptly any notice of a disputed transaction and will report to you the results of its findings, but will not be bound by the timeframes or other provisions applicable to consumer accounts, as described above in Section 4.a.

10. Your Liability and Indemnity:

- a. **General Responsibilities:** You are liable for all transactions you make using the Online Banking Services (including Bill Payment). You are solely responsible for controlling the safekeeping of, and access to, your Access ID and Password or, if applicable, your Bill Payment USER ID and PIN (together, "security codes"). You should not provide your security codes to a third party, but if you do, you will be liable for all transactions the third party makes even if that person exceeds his or her authority, and the Bank will not reimburse you for any resulting losses. If you want to terminate another person's authority, you must notify the Bank and arrange to change your affected security codes.

You will be liable for unauthorized Online Banking transactions from your deposit account to the extent allowed by applicable federal and state law and this Agreement.

Tell us AT ONCE if you believe that any of your security codes has been lost or stolen or used without your permission. Telephoning the Bank immediately is the best way of keeping your possible losses limited.

- b. **Certain Liability Limitations for Personal Accounts: The following liability limitation rules are governed by federal law and apply only to personal accounts:** If you tell us within two business days, you can lose no more than \$50 if someone used your security codes without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your security codes, and we can prove that we could have stopped someone from using your security codes without your permission if you had told us, you could lose as much as \$500.

Telephone us at: (802)728-9611
or write to us at:
Randolph National Bank
P.O. Box 368
Randolph VT 05060

Also, tell us at once if your statement shows transfers that you did not make. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time.

If you document a good reason (such as a long trip or hospital stay) that kept you from telling us, we may extend the above time periods.

- c. **Indemnity.** You agree to indemnify, hold harmless and defend RNB from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable attorney, accountant and expert witness fees) at your expense, arising from your failure to abide by the terms of this Agreement, and if applicable, the terms of the Bill Payment Agreement.
- d. **Limitation on Use of the Services.** You agree that the following uses of the Services are strictly prohibited:
- Unauthorized communication of any loan or deposit account information belonging to any other person or entity;
 - Unauthorized communication of any information concerning any password or other online access number, code or identification or any other proprietary information belonging to any other person or entity;
 - Use of the Services in violation of any telecommunication, postal, or other federal, state or local laws or regulations or in furtherance or commission of any crime or other unlawful or improper purpose.

You further agree:

- Electronic transmission of confidential business and sensitive personal information is at your risk;
- Use of third-party products or services, such as financial management software or account aggregation, is at your risk;
- RNB reserves the right to monitor and review electronic transmissions online and in storage, and to remove or reject any material which RNB, in its sole discretion, believes may be unlawful or objectionable, without prior notice to you.

You agree that the use of the Services by any one owner of a joint account or by an authorized signer on an account will be deemed authorized unless you provide us with written notice that use of the Services is terminated or that the joint account owner or authorized signer has been validly removed from the account.

11. Our Liability:

If we do not complete a transfer (including, if applicable, a Bill Payment transfer) to or from your account on time or in the correct amount according to this Agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

- a. if, through no fault of ours, you do not have sufficient available funds in your account to make the transfer or, if you have an overdraft line of credit, the transfer would go over the credit limit;
- b. if your computer or internet access or the Online Banking or Bill Payment service was not working properly;
- c. if circumstances beyond our control (such as fire or flood or late notice of the transfer from a third party) prevent or delay the transfer, despite reasonable precautions that we have taken;
- d. if a technical malfunction exists on the Transaction Date;
- e. if the funds in your account are subject to legal process or other encumbrance restricting such transfer;
- f. if you do not give proper, complete or correct instructions for the transfer, or you do not follow the procedures in this or any other agreement with us, or you do not follow procedures in our "Online Help" instruction guide located on our Online Banking web site, for requesting a transfer;
- g. if any of your security codes has been reported lost or stolen, or we have canceled your security codes or your enrollment in the Bank's Online Banking and/or Bill Payment service;
- h. if we have reason to believe that you or someone else is using the Bank's Online Banking and/or Bill Payment service for fraudulent or illegal purposes;
- i. if a payment or transfer request involved funds that were not yet available for withdrawal under our Funds Availability Policy; or
- j. if any other exceptions stated in this Agreement (or, if applicable, in the Bill Payment Agreement) are applicable.

Our liability in connection with failing to make a scheduled funds transfer is subject to your giving us required advance notice, as described above in Section 7.b.

Unless prohibited by applicable law, the foregoing shall constitute our entire liability and your exclusive remedy. In no event will we be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits, arising in any way out of the installation, use, or maintenance of the equipment or software used to access the Services or otherwise out of the use of the Services, even if we have knowledge of the possibility of such damages.

The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

We make no warranties, express or implied, with respect to the Services including, without limitation, the warranties of merchantability or fitness for a particular purpose.

Neither RNB nor its suppliers or third-party providers nor anyone else who has been involved in the creation, production or delivery of the Services assumes any responsibility with respect to your use thereof. No oral or written information or advice given by RNB or its suppliers or any of their agents or employees shall create a warranty or in any way increase the scope of the warranty. You may not rely on any such information or advice. The foregoing constitutes RNB's sole and exclusive liability to you with respect to your use of the Services.

12. Evidence:

If we go to court for any reason, we can use a copy, microfilm or microfiche of any document to prove what you owe or that a transaction has taken place, and the copy, microfilm, or microfiche will have the same validity as the original. Any documentation provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie evidence that such a transfer was made.

13. Virus Protection:

Randolph National Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your personal computer using a virus protection product. An undetected virus may corrupt and destroy your programs, files and hardware.

14. Disclosure of Information to Third Parties:

We may disclose information to third parties about your account or Online Banking transfers you make:

- where it is necessary for completing the transfer;
- where the other person is authorized by law to have access to our records in the course of their official duties;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- to comply with a government agency or court order or subpoena;
- to an auditor, attorney, or collection agent for the Bank;
- to a service provider for the purpose of servicing your account;
- if you give us your written permission; or
- as may otherwise be permitted by law.

Please refer to our Online Banking privacy policy for additional information about our privacy practices.

15. Your Information Consent:

You agree that we may request and obtain information about you from third parties, including one or more credit reports, that we deem advisable in connection with your application to enroll for Online Banking or Bill Payment services, qualifying you for new or

additional account features, reviewing your account, and for any other legitimate purpose related to your account or use of the Services.

16. Inactivity and Termination of this Agreement:

You are responsible for complying with all the terms of this Agreement and with the terms and conditions of all other agreements and disclosures governing the deposit and loan accounts that you access using our Online Banking services. We can terminate your Online Banking privileges (including Bill Payment services) under this Agreement without notice to you if you do not comply with this Agreement or with any other agreement governing your deposit or loan accounts, or if your accounts are not otherwise maintained in good standing.

You may terminate this Agreement by written notice to us. (See section 17 below for our contact information.) Even if you terminate this Agreement, we will not be responsible for any preauthorized transfer made after termination and before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments we make on your behalf.

For security reasons, if you have not logged on to the Online Banking service over a period of 6 months your enrollment in the Online Banking service will be automatically cancelled. You may re-establish the service by logging on as a new user.

17. Contacting Randolph National Bank:

If you have questions about Online Banking, please contact your nearest Randolph National Bank Office or call Customer Service at (802) 728-9611 Monday through Friday between 8:00 am and 5:00 pm. You may also write to us at:

Randolph National Bank
P.O. Box 368
Randolph VT 05060

You should not use email to communicate sensitive account or other personal information since email transmissions may not be secure.

18. Amendments:

This Agreement may be amended from time to time by Randolph National Bank or by mutual agreement of you and Randolph National Bank. We will give you notice of any amendment made by Randolph National Bank unilaterally that increases fees, reduces the types of transactions that are available, increases your liability, or imposes stricter limitations on transfers. Notice may be provided electronically or in writing.

PLEASE PRINT A COPY OF THIS Agreement for your records. If you are unable to print, we will mail you a paper copy of this Agreement at your request. Contact us by calling (802)728-9611, or by writing to Randolph National Bank, P.O. Box 368, Randolph, VT 05060.

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