



## **Mobile Banking Agreement and Disclosure**

### ***Introduction:***

Community National Bank is pleased to offer you Mobile banking. This service gives you access to your accounts through an application used on a cell phone or other mobile device. By enrolling in this service, you agree to all the terms and conditions contained in this disclosure.

CNB might offer additional Mobile banking services and features in the future. Any additional services and features will be governed by this agreement and by any terms and conditions provided to you at the time of enrollment. Periodically, we may amend these terms and modify or cancel the Mobile banking services we offer without notice, except as may be required by law.

- CNB reserves the right to limit the types and number of accounts eligible and to refuse to make any transaction you request through Mobile banking.
- CNB may elect to discontinue this service at any time. 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 discretion.
- CNB reserves the right, at all times, to take action to protect our systems and information, including denial of access to the users of the service.

### ***Customer Responsibilities:***

- You must have a cell phone or other mobile device that can receive and send text messages to access the Text Messaging Service. Additional phone features are required for other functions of Mobile banking.
- You must have an active NetXpress Internet banking User ID to register for Mobile banking.

### ***About Mobile Banking:***

- Community National Bank Mobile banking is an extension of our NetXpress Internet banking service.
- You will have the option to add any accounts enrolled in NetXpress Internet banking to Mobile banking.

### ***Mobile Services:***

The bank offers three types of mobile services:

- 1. Phone App.** After downloading the CNB Mobile banking app from the app store (iTunes or Google) for your iPhone™ or Android™ phone or iPad™ and enrolling for Mobile banking, you may view account information, transfer funds between your accounts, make a mobile deposit, manage your debit card(s), view alerts and obtain information about CNB locations near you. Android is a trademark of Google, Inc. iPhone and iPad are trademarks of Apple, Inc.
- 2. Text Messaging Service.** The Mobile text service is available if you have a mobile device that can send and receive text messages. Mobile text allows you to view the balance and limited activity on pre-selected accounts. Mobile text does not allow transfers.

Your use of the Mobile text constitutes your agreement to the following terms and conditions:

- You agree to provide CNB with a valid mobile phone number and allow CNB to send you text messages through your wireless provider.
  - It is your responsibility to notify us immediately of any changes to your registered mobile device. In case of unauthorized access to your mobile device or service, you agree to cancel enrollment associated with the mobile device immediately. Text the word “Stop” to discontinue the service, or contact us directly.
  - You agree that we will not be liable for failed, delayed or misdirected delivery of any information sent through the service; any errors in such information; any actions you may or may not take in reliance on the information of service; or any disclosure of account information to third parties resulting from your use of the service.
- 3. NetXpress Internet Banking via Internet on Mobile Device.** In order to be eligible for this service, you must have a device that has Internet browser capabilities. Although most devices with Internet browser capabilities should be able to access this service, the Bank does not guarantee that the service will work on all devices or at all times.

If a device cannot access this service, the Mobile text is still an option if you have enrolled for the service, and your device can send and receive text messages.

This service has all of the features of NetXpress Internet banking.

### ***Mobile Deposit:***

When you enroll for Mobile banking, you will be automatically enrolled in Mobile deposit. Mobile deposit allows you to deposit checks electronically with your smartphone.

### ***General Terms for Mobile deposit for both consumers and small businesses:***

- You must be enrolled in our NetXpress Internet banking service and have an iPhone, Android phone or iPad with the CNB Mobile app installed, a camera on your phone or iPad and an Internet connection.
- You must have a deposit account with Community National Bank.
- You may deposit single party checks made payable to the owner on the account. You may NOT deposit third party checks, substitute checks, returned checks, incomplete checks, non-negotiable items, foreign checks, stale-dated checks, altered checks or checks you suspect may be fraudulent, money orders, cashier's checks and checks in which the numeric amount does not match the amount written on the legal line.
- Check endorsement must read "**FOR MOBILE DEPOSIT ONLY**". Failure to include this endorsement may result in a denied check image deposit.
- You will receive an email message from [ebanking@communitynationalbank.com](mailto:ebanking@communitynationalbank.com) when you make a mobile deposit to confirm, adjust or decline the deposit. Do not respond to this message.
- Please retain deposited check in a safe place for up to 14 days. After the 14-day period, dispose of the check securely. We recommend shredding the check.
- Business days are Monday through Friday, excluding legal holidays. If you make a mobile deposit before **4:00 p.m.** (Eastern Time) on a business day, we will consider that day to be the deposit date. If you make a mobile deposit after 4:00 p.m. on a business day or on a non-business day, we will consider the deposit date to be the next business day. Funds deposited by mobile deposit will be available on the next business day after the deposit date.

### ***Terms specific for Mobile deposit for consumers:***

The following terms are specific for our Mobile deposit service for consumers:

- Our standard deposit limit is set for each Internet banking user ID and allows you to deposit checks totaling up to \$1,500 per day with a monthly limit of \$4,500. Each check must be deposited separately. If this limit is not adequate to meet your needs, please contact us to discuss a limit increase.
- There is currently no fee for Mobile deposit services for consumers. The bank reserves the right to change the fee charged for this service and will notify you at least 30 days before making any changes to fees.
- The bank reserves the right to cancel this service at any time.

***Terms specific for Mobile deposit for small businesses:***

The following terms are specific for our Mobile deposit service for small businesses:

- Our standard deposit limit will allow you to deposit checks totaling up to \$1,500 per day with a monthly limit of \$4,500. Each check must be deposited separately. If this limit is not adequate to meet your needs, please contact us to discuss a limit increase.
- There is currently no fee for Mobile deposit for small business customers. The bank reserves the right to change the fee charged for this service and will notify you at least 30 days before making any changes to fees.
- The bank reserves the right to cancel this service at any time.

This agreement supplements those and any other agreement or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures. Your use of Internet banking and its related modules, including Mobile banking, Mobile deposit and Mobile text, is considered your acceptance of these terms and conditions.

**Other Information Pertaining to Mobile Banking:**

***Transfers:***

- 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 using Mobile banking is counted as one of the six limited transactions permitted per month. More information about transfer limitations from savings and money market accounts can be found in the account disclosures given to you at account opening.
- Mobile banking transfers – Business days are Monday through Friday, excluding legal holidays. On business days, the deadline for same-day posting of Mobile banking transfers is 6:00 p.m. (Eastern Time). Mobile transfers made on a non-business day or after 6:00 p.m. (Eastern Time) on a business day will be posted the following business day.

***Balance Information:***

- Balances shown may not include recent or pending transactions that have not yet posted to your account.

***Charges:***

- We do not charge for Mobile banking, but there may be charges for specific services, such as Mobile deposit. You are responsible for all charges and fees associated with text messaging imposed by your wireless service provider. You acknowledge that usage of the service does not provide a method to prevent unauthorized access to the service.

### ***Availability of Data Services:***

- CNB cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or “out of service” issues. We make no representation that any content or the 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.

### ***Error Resolutions:***

- You must notify us immediately if your Internet banking ID or password has been compromised, lost, stolen or used without your authorization. Failure to do so could result in the loss of all money accessible by ID or password. You can call us at 802-334-7915 or 1-800-870-2598. You can access the Electronic Funds Transfer disclosure at any time on our website [www.communitynationalbank.com](http://www.communitynationalbank.com). Please review the disclosure for complete information and rules.

### ***Security:***

- Privacy Statement – Your security and privacy is important to us. Please review our customer privacy statement on our website [www.communitynationalbank.com](http://www.communitynationalbank.com).
- Full account numbers will never be sent to your mobile device, but other information such as account balances and recent transfers could be viewed by a person with access to your phone.
- It is your sole responsibility to establish and maintain procedures to safeguard against unauthorized mobile phone usage. You agree that no other person will be allowed to initiate mobile entries other than yourself, and you agree to take all reasonable steps to maintain the confidentiality of any user IDs and passwords.
- You are responsible to take every precaution to ensure the safety, security and integrity of your accounts and transactions when using Mobile banking.
- If you lose your phone, your phone is stolen or if you notice that unauthorized transfers have taken place on your account, you must contact the bank immediately by calling 802-334-7915 or 1-800-870-2598.

### ***Login Security:***

- If you change your mobile device and/or change your mobile telephone number, it is your responsibility to access your Internet banking system and enter the appropriate information in the Options/ Mobile Settings section.
- You will use the same Internet banking ID and password to access Mobile banking. Keep your password safe. Memorize your password and never tell it to anyone. We will never ask you to email your personal information such as your social security number or account number.

***Cancellation of Mobile Banking Services:***

- You may cancel Mobile banking at any time by logging into NetXpress Internet banking, going to Options/Mobile Settings section and unchecking the box “Enable web access for your mobile device”.

***Indemnification:***

- Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Community National Bank, its affiliates, officers, directors, employees, consultants, agents, service providers and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys’ fees) caused by or arising from
  - A third party claim, dispute, action or allegation or infringement. Misuse, or misappropriation based on information, data, files or otherwise in connection with the service;
  - Your violation of any law or rights of a third party; or
  - Your use, or use by a third party, of Mobile banking.