

## NetTeller Online Banking Services Agreement

### Agreement

This disclosure and agreement establishes the terms and conditions covering your electronic access to your account(s) at Fidelity Bank (bank) and our NetTeller online banking system (the "Program"). It contains important information about the electronic banking services offered by the bank; as well as, the rights and responsibilities concerning your electronic funds transfers. These terms and conditions apply as an addendum to your existing account agreement(s) that you already have with us. Your existing account agreement(s) and disclosure(s) continue to apply, notwithstanding, anything to the contrary in this agreement. Please read this agreement carefully and retain it for future reference. The terms "you" and "your" refer to the account holder and the authorized account signer of any account that may be accessed through the Fidelity Bank's NetTeller Online Banking Service. The terms "we", "our", "us", and "bank" mean Fidelity Bank or its officers, directors, employees, agents or contractors. By signing our NetTeller Online Banking Application and/or by using our online electronic banking services, you agree to the following terms and conditions. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this agreement. This agreement is binding upon your heirs and the bank's successors and assignors. Certain of the obligations of the parties pursuant to this agreement that by their nature would continue beyond the termination, cancellation or expiration of this agreement shall survive termination, cancellation or expiration of this agreement. This agreement, together with the Fidelity Bank NetTeller Online Banking Application, and, if executed, the e-statement disclosure and agreement constitutes the entire agreement between you and the bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

### Definitions

As used throughout this agreement, the following words correspond with the definitions of meaning as provided below.

**Account** – Means your checking and/or savings account(s) at the bank that may be accessed through your online banking service.

**ACH** – Means Automatic Clearing House, which is the system that enables participating financial institutions to process electronic debits and credits.

**Agreement** – Means this online banking services agreement, our deposit account agreements/disclosures and our fee brochure.

**ATM** – Means an automated teller machine operated by the bank or which is part of a network that accepts the use of our bank issued debit card.

**Billing Account** – Is the primary checking and/or savings account from which Internet banking service fees will be automatically debited.

**Business Day(s)** – Means Monday through Friday, excluding bank posted holidays.

**Business Day Cutoff** – Refers to the cut-off time for electronic transaction posting purposes. The cut-off time for transfers is based on our business days and the Eastern Standard Time Zone. For posting purposes, we will process all transfers completed by 6:00 PM on that business day. Transactions completed after 6:00 PM will be processed on the following business day.

**Business Hours – Monday through Thursday – 9:00 am or 9:30 am to 4:30 pm and Friday 9:00 am or 9:30 am to 5:00 pm.** \*Confirm hours with your local branch office as hours vary by location.

**Consumer** – Refers to a natural person who maintains an account at the bank and utilizes the services for personal, family or household purposes.

**Electronic Banking System** – Means the components which permit you to make or initiate transactions through the various services including, but not limited to, ATMs, POS terminals, telephone lines and equipment, Personal Computers (PCs), computer systems, Internet access and web sites and the automated clearinghouse system.

**New Account** – Means an account established within the first 30 days of existence. An account is not considered to be a new account if you have another existing account preceding 30 calendar days of account opening.

**PIN** – Means the personal identification number, whether one or more than one PIN is established, which you choose or was assigned to you by the bank that allows you to access one or more services.

**Service(s)** – Means all of the electronic banking services described in this agreement, including ATM/debit cards, MasterMoney Check Card, electronic direct deposits and debits, telephone banking and online banking.

**Transaction(s)** – Means all electronic funds transactions performed through ATMs, POS Terminals, electronic direct deposits and debits, telephones, PCs, web banking and other electronic means.

### **Access**

To use the electronic banking system, we may require you to have at least one primary checking and/or savings account with the bank, access to an internet service provider/internet service, the appropriate hardware/software systems (a browser that supports 128-bit encryption) and an email address. Once we have received your signed NetTeller Online Banking Application and have verified your account information, we will send you, by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID. We will subsequently send you, by postal mail, a temporary password within 7 to 10 business days. The electronic banking system can be used to access only bank accounts, which you are authorized to access. You can add or delete any of your bank accounts from this agreement by contacting the bank and updating your NetTeller Online Banking Application. We undertake no obligation to monitor transactions through the electronic banking system to determine that they are made on behalf of the account holder.

### **System Services**

You can use the electronic banking system to check the balance of your bank accounts, view bank account histories, verify deposits and withdrawals, transfer funds between your bank accounts, pay bills, view/place stop payments, contact the bank via e-mail through our secure email feature (do not send confidential/personal information in an unsecure personal email) and download account information into financial management software. Balance and activity information is available as soon as practical. Our business customers also have the option to initiate wire transfers and ACH transactions, subject to Fidelity Bank review and approval.

### **Hours of Access**

The electronic banking system is generally accessible 24 hours a day, seven days a week, except when the system may be inaccessible on a daily basis for routine system maintenance or emergency service. If possible, we agree to post a notice (or if we are aware of a unforeseen problem) of any extended periods of non-system availability on the bank's website. The bank is not liable under this agreement for failure to provide access due to a system failure or due to unforeseen acts.

### **Your Personal Identification Number (PIN) and User ID**

All PIN(s) and User ID(s) will be delivered to the primary contact identified on the NetTeller Online Banking Application. For security purposes, you are required to change your PIN upon your initial login to the electronic banking system. In addition, you will be required to answer a series of questions, as well as, verify another security feature to protect against unauthorized access to your account information. You determine a new PIN for use on the system. The identity of your PIN is security protected through encryption and thus, used to authenticate your access to the electronic banking system. However, your PIN is not communicated to us except in encrypted form and as a result, once you change your PIN, we will not be able to tell you what it is. You agree that we are authorized to act on instructions received under your PIN. You also accept the responsibility for the confidentiality and security of your PIN and agree to change your PIN every 90 days. Upon three unsuccessful attempts to use your PIN, your access to the system will be revoked. To re-establish your authorization to use the system, you must contact us to have your PIN reset or to obtain a new temporary PIN. We require that you create a PIN that is four to eight characters in length and must use both alpha and numeric characters for purposes of security. Your PIN should not be associated with any commonly known personal identification, such as address, date of birth, social security numbers, names of children, and should be memorized rather than written down.

### **Security**

You understand the importance of your role in preventing misuse of your account(s) through the electronic banking system and you agree to examine promptly your periodic statement(s) for each of your bank account(s) upon receipt. You agree to prevent unauthorized individual access to your account(s) and the electronic banking system. In addition, you agree to protect the confidentiality of your account and account number; as well as, your PIN and other personal identification information that could be used together to gain access to your account or the electronic banking system. If you allow others to use your PIN and/or User ID

or other means to access the electronic banking system, you are responsible for any transaction they initiate. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your user ID and PIN are intended to provide security against unauthorized entry and access to your accounts. You should keep your user ID and PIN in a secure location. Any person having access to your user ID and/or PIN will be able to access your accounts through the Fidelity Bank's NetTeller Online Banking Services. **You are responsible for any and all transactions and activities involving your accounts even if you have not given that person or entity authority to conduct the transaction or activity. You agree that any transaction initiated using your User ID or PIN will be conclusively presumed to be authorized by you, including any transaction or use you may subsequently contend was not authorized by you.** If you believe that your PIN or other means to access the service has been lost, stolen or compromised by someone attempting to transfer money without your permission you must notify us at once by calling (313) 274-1000 during business hours. Data transferred via the electronic banking system is encrypted in an effort to provide transmission security, so that the electronic transmissions can be appropriately identified or authenticated by each other. We will authenticate your electronic banking system identity by means of an identification number and PIN. You agree that electronic communications validated by these means will be given the same legal authority as written communications. Notwithstanding our efforts to insure that the electronic banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic email, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers using the electronic banking system or regular e-mail transmitted to and from the bank, will not be monitored or read by others. As a result, we will not send and we strongly suggest that you do not send us any confidential account information in the form of a personal email message to our attention. You agree that these procedures provide a commercially reasonable degree of protection in light of your particular needs and circumstances.

### **Service Fees and Additional Charges**

There may be a charge for additional transactions and other optional services, as described or amended from time to time, on the Fidelity Bank website, your account disclosures and/or in our standard Personal or Business Accounts Schedule of Fee Brochure (available at any one of our branch offices). You agree and authorize us to deduct all such fees and charges from your designated billing account. If you close your designated billing account, you must contact us immediately to designate another account. If any monthly mandatory service fees or online account access fees are required, they will be charged regardless if the service was utilized during the normal billing cycle. In addition, all other regular account charges associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **Transfers**

You may use the electronic banking system to direct us to transfer funds between your accounts. Refer to the current deposit account agreement(s) for transfer and withdrawal limitations. Transfers initiated through the electronic banking system before 6:00 pm, Eastern Standard Time on a business day are posted to your account the same day. Transfers completed after this business day cutoff period or performed on a Saturday, Sunday or banking holiday (as recognized and posted by Fidelity Bank as a bank holiday) will be posted on the next business day. In addition, if there are insufficient or uncollected funds in an account that you are attempting to transfer funds the transfer may not be processed.

### **Stop Payment Requests (Subject to Fidelity Bank Approval)**

You may initiate and attempt to prevent, via the electronic banking system, a stop payment request for a paper check (written draft) only, provided the check has not cleared your account. Online stop payment requests are processed; as soon as possible, upon the receipt of the online stop payment instructions. Stop payments received during non-business hours (business hours are Monday through Thursday – 9:00 am/or 9:30 am to 4:30 pm and Friday 9:00 am/or 9:30 am to 5:00 pm – for stop payment purposes – consult your local branch for business hours) will be processed based on our best effort for the nearest available business day. Although we will make every effort to accommodate your stop payment request, we will have no liability for failing to do so. To ensure that we can process your request effectively, you will need to provide to us, the check number, the payee, the exact amount of the check and the date that

the check was dated. Stop payment requests received online are effective for 6 months after the date accepted and will automatically expire after that period unless renewed in writing. We will accept your online stop payment order as a properly signed and completed order, based upon our system authentication of your identity. However, we reserve the right to require you to present your stop payment request in writing within fourteen days. You will incur a stop payment fee as defined in our Personal or Business Accounts Schedule of Fee Brochure.

### **Bill Payment (Subject to Fidelity Bank Approval)**

Selection of the Bank's bill payment service, will allow you to use the bill payment function of program using funds in any of the accounts that are checking accounts. All payments on a particular transaction will be made from the account(s) selected by you, which must be a checking account.

You may make payments to any individual, business, merchant or professional with a U.S. payment address. You may use the bill pay function of the program on a transaction-by-transaction basis, on a recurring and scheduled basis, or a combination of both. By way of example, you may use the bill pay function to automatically initiate your mortgage payment on the 1<sup>st</sup> day of each month.

Requests for payments will only be honored to the extent that there is a sufficient collected and available balance in the Account selected by you for payment. There is no daily or transaction-based maximum dollar amount limitation on requests for payments for third parties. However, at our discretion, we reserve the right to institute such limitation on your Account(s) for security reasons or if we are otherwise required to do so by law or regulation.

Payment may be made electronically if the payee is listed in the electronic biller directory, available for you to view in the program. Otherwise, a paper check will be issued and forwarded to the payee. Electronic payments will generally reach the payee's account within three to five Business Days after you have initiated or scheduled the payment. Payments made by check will generally reach the payee within five to seven Business Days after you have initiated or scheduled the payment. If you wish to have a payment received by the payee by a certain date, you must initiate the payment within the framework of the above delivery time periods.

Requested payments made via the bill pay function will be processed on Business Days at 3 a.m. EST and at 1:00 p.m. EST. Therefore, requests for payments made after 3 a.m. EST but before 1 p.m. EST on Business Day will be processed at 1 p.m. EST that day. Requests for payments made after 1 p.m. EST on a Business Day, or on a non-Business Day, will be processed the next Business Day at 3 a.m. EST. Recurring bill payments scheduled by you that fall on non-Business Days will be processed on the Business Day immediately preceding such non-Business Day.

We cannot guarantee when your payee will receive your payment or credit your account with the payee. You understand and agree that we are not responsible for the timely delivery of postal mail or the improper transmission or handling of payments by a third party such as failure of the payee to properly post a payment to your account. Nor are we responsible for monitoring payments made through the bill pay function. You may cancel or modify a recurring bill payment that you have scheduled before 3 a.m. of the date that the payment is scheduled to be processed. You may cancel or modify a "same-day" bill payment request submitted between 3 a.m. and 1 p.m. on any Business Day before 1 p.m. of such Business Day. You may cancel or modify a "same-day" payment request submitted on any non-Business Day before 3 a.m. of the Business Day immediately subsequent to such non-Business Day. In addition, "stop payment" requests may be honored by the Bank on bill payments made by check in accordance with the Bank's normal "stop payment" policy governing your checking account.

### **Privacy – Disclosure of Account Information**

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

- (1) where it is necessary for competing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission

Our policy regarding the disclosure of customer information is also regulated by the terms and conditions listed in the Fidelity Bank privacy notice. By using the electronic banking system, you acknowledge that you have received, read and understood our privacy policy. If you have not read our privacy policy, please do so before accessing the electronic banking system.

## Periodic Statements

You may elect to receive periodic statements for your accounts in electronic format by completing the “e-statement Disclosure and Agreement” on our website. If you complete this Disclosure and Agreement you will receive your periodic statements electronically. Otherwise, you will receive periodic statements by mail.

## Change in Terms

We may change or amend this agreement, any maintenance fees or service charges at any time. We agree to provide you with adequate notice of any adverse change that may affect your account relationship or any change in terms that require re-disclosure. We will send such notice to your address on file with us at the time of the changes. In addition, we reserve the right to change any of our online forms, applications or related material. As a result, we may cancel this online agreement and restrict your use of the electronic banking system as defined by our most-current agreement terms and conditions. Your continued use of the NetTeller Online Banking System after you have been notified of any changes signifies your agreement with the changes.

## Errors and Questions\*

In case of errors or questions about your transactions; call or write us at the telephone number or address listed below, as soon as you can:

1. Telephone us at (313) 274-1000 during business hours;
2. Write us at:

Fidelity Bank  
22290 Michigan Avenue  
Dearborn, MI 48124

If you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears. When you contact us, you must:

1. Tell us your name and account number.
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us by telephone or electronic means (email), we may require further that you send us your complaint in writing, along with your signature, within 10 business days after your initial notification. We will determine whether an error occurred within 10 business days after we hear from you, and will correct any error promptly. However, if we require more time to investigate your complaint or question, we may take up to 45 days to complete our review. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to submit your complaint or question in writing and we do not receive it within ten 10 business days, we may not provisionally credit your account. We will tell you 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. We may rescind any provisional credit provided to you if we find an error did not occur.

*\* For Consumer Accounts Only-In case of errors or questions about your electronic transfers Business customers should refer to their terms and conditions.*

**Our Liability for Failure to Make a Transfer\***

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, when you have properly instructed us to do so, we will be liable to you for your losses or damages. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed, or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit on your overdraft line or any other credit arrangement set up to cover overdrafts.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If any electronic terminal (ATM), telecommunication device, or any part of the electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- If you have not properly followed the on-screen instructions for using the electronic banking system.
- If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

*\*For Consumer Accounts Only-In case of errors or questions about your electronic transfers Business customers should refer to their terms and conditions.*

**Your Liability for Unauthorized Transfers\***

Contact us AT ONCE if you believe your ID/PIN has been lost, stolen, compromised or used without your authorization. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit.) If you tell us within 2 business days upon discovery that your PIN or account has been compromised; your liability is no more than \$50.00 if someone gained access to your account through the electronic banking system without your authorization. If you do not tell us within 2 business days after you learn that your account or PIN has been lost/stolen/compromised and we can prove that we could have prevented the unauthorized use of your password or other means used to access the electronic banking system, you could be liable for as much as \$500.00. Also, if your statement shows transfers or transactions that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to your address as noted in the Online Banking Application, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from taking the money if you had told us in time.

*\*For Consumer Accounts Only-In case of errors or questions about your electronic transfers Business customers should refer to their terms and conditions.*

**Disclaimer of Warranty and Limitations of Liability**

YOU ACKNOWLEDGE THAT THE PROGRAM COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS; AND THAT THE PROGRAM MAY BECOME INOPERABLE OR OTHERWISE UNAVAILABLE FOR PERIODS OF TIME. REFERENCES TO THIRD PARTIES, THEIR SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

YOUR USE OF THE PROGRAM IS AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM BANK, OR THROUGH OR FROM THE PROGRAM, SHALL CREATE ANY REPRESENTATION OR WARRANTY BY BANK.

THE PROGRAM IS PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE. WITHOUT LIMITING THE FOREGOING, BANK MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PROGRAM, OR THAT THE USE

OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA.

ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BANK, ITS LICENSORS AND CONTENT PROVIDERS.

### **Damages**

REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL BANK, ITS LICENSORS OR CONTENT PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN ASSOCIATION WITH THE PROGRAM, OR YOUR USE THEREOF, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY, OR BUSINESS INTERRUPTIONS; AND/OR (C) DIRECT DAMAGES IN ANY AMOUNT IN EXCESS OF THE FEES RECEIVED BY BANK IN CONNECTION WITH THE APPLICABLE SERVICE AND/OR TRANSACTION(S). ANY CLAIM RELATED TO THE PROGRAM MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE YOU KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF SUCH CLAIM AGAINST BANK.

### **Copyright and Trademark**

The images, text, screens, and web pages appearing on the Program are owned by us, or others, and are protected by copyright laws. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the sites are the trademarks, service marks or logos of Bank, or others as indicated.

### **Your Right to Terminate**

You may cancel your electronic banking service at any time by providing us with written notice by postal mail or fax. Your access to the electronic banking system will be suspended, as soon as possible, upon our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

### **Our Right to Terminate**

You agree that we can terminate or limit your access to the electronic banking system for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your bank accounts. Your online account access may be reinstated at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and/or debits.
- Upon reasonable notice, for any other reason at our sole and absolute discretion.

### **Communications between the Bank and You**

Unless this Agreement provides otherwise, you can communicate with us by telephone, in writing, or through our secure direct e-mail link.

### **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the state of Michigan without regard to conflict or choice of laws rules. Any disagreement, issue, claim, or conflict arising out of or in connection with this Agreement will be determined by arbitration and not by a court. Arbitration will be held in Dearborn, Michigan and will be conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted by a single arbitrator selected by the mutual agreement

of the parties or, if the parties cannot agree, by the AAA. The decision of the arbitrator will be final and binding on both parties.

Judgment upon the decision of the arbitrator may be entered in any court having jurisdiction in the State of Michigan. This section does not prohibit the right of either party to obtain provisional or ancillary remedies from a court of law in the State of Michigan before, during, or after the arbitration. The party that loses the arbitration shall pay the costs of the arbitration and the legal expenses of the prevailing party, including reasonable attorney fees.

THE UNDERSIGNED AND BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

### **Important Information About Procedures For Opening A New Account**

Your enrollment in the service may not be fulfilled if we cannot verify your identity or other necessary information at the time of account opening. Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens a new account to help the government fight the funding of terrorism and money laundering activities.

#### **What this means for you.**

When you open an account, we will ask for:

- Your Name
- Address
- Date of Birth
- And other information that will allow us to identify you

*We may also ask to see your driver's license or other identifying documents.*

### **NetTeller Online Services for our Business Customers**

This section contains additional terms, agreements and disclosures relative to Fidelity Bank's NetTeller Online Banking Service. This service offers our business customers the same features as our NetTeller Online Banking Service; plus, the opportunity to originate ACH transactions online, transmit wire transfers and to place/view stop payment orders online. In addition, you may grant various levels of banking authority to one or more authorized user(s) permitted to gain access and execute financial transactions on behalf of your account(s.) Please read this section of the agreement carefully. You agree to the terms and conditions of this section of the NetTeller Online Banking Services Agreement and by using the electronic banking system, either by yourself or through the access granted to one or more of your authorized user(s), you confirm your agreement and understanding of the terms disclosed under this section of the Online Banking Services Agreement.

### **Wire Transfers for Business Customers *(Subject To Fidelity Bank Approval)***

Fidelity Bank's NetTeller Online Cash Management Service offers you the option to initiate and transmit wire transfers online. This online service and the following terms are an extension of your existing Wire Transfer Authorization/Agreement that that you previously executed with us. Your existing agreement continues to apply as supplemented by this agreement. Online wire transfers are permitted for same day transmission until our 1:00 pm cut- off time. Wire transfers initiated after 1:00 pm will be processed the next business day. If you have requested the ability to initiate and transmit wire transfers through Fidelity Bank's NetTeller Cash Management Online Service, a wire transfer PIN is needed each time you transmit an online wire transfer through the bank.



Member FDIC

[www.fidbank.com](http://www.fidbank.com)

**ACH Transactions for Business Customers** *(Subject To Fidelity Bank Approval)*

Fidelity Bank's NetTeller Online Cash Management Service offers you the option to initiate, upload and submit ACH transactions online. This online service is an extension of your Fidelity Bank Company Agreement for Electronic Payment contract executed previously with the bank. If you have not completed an electronic payment contract with the bank and would like to initiate, upload and submit ACH transactions online, please contact your Fidelity Bank representative to obtain and complete the necessary paperwork. We reserve the right to refuse any ACH transactions until you complete a Fidelity Bank Company Agreement for Electronic Payment form with the bank. All online ACH transactions you make or permit any authorized user(s) to make will be governed by this agreement.



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[www.fidbank.com](http://www.fidbank.com)

**COMPANY NAME:**

\_\_\_\_\_  
BY:  
Title:  
*Authorized Account Signer*

\_\_\_\_\_  
DATE:

**FIDELITY BANK**

\_\_\_\_\_  
BY:  
Title:

\_\_\_\_\_  
DATE

**FOR BANK USE ONLY**

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Attach copy of signature card



Member FDIC

[www.fidbank.com](http://www.fidbank.com)

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**CUSTOMER NAME:**

\_\_\_\_\_  
BY:  
Title:  
*Authorized Account Signer*

\_\_\_\_\_  
DATE:

**FIDELITY BANK**

\_\_\_\_\_  
BY:  
Title:

\_\_\_\_\_  
DATE

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**FOR BANK USE ONLY**

Attach copy of signature card