

# ATLANTIC UNION BANK

## Consumer Online Banking Agreement and Disclosure Desktop

### 1. What This Online Banking Agreement Covers

This Consumer Online Banking Agreement and Disclosure (including, without limitation, any and all exhibits, supplements, modifications, and amendments, this "**Online Banking Agreement**") governs your use of the online banking service provided by us. With the online banking service, you are able to view your accounts on our online banking website and perform transactions in those accounts. In order to use the online banking service, you must maintain a personal account (or sole proprietorship account) and enroll in the online banking service. This Online Banking Agreement does not apply to business or other non-personal accounts. If you utilize this service for a business account other than sole proprietorship, you assume all associated risk.

### 2. Your Acceptance of This Online Banking Agreement

When you enroll in the online banking service, or when you use or authorize someone else to use the online banking service to access or perform transactions in your accounts, you agree to all of the terms of this Online Banking Agreement. You understand that this Online Banking Agreement applies to any and all accounts linked to the online banking service, including accounts you may add (or add again) in the future. Subject to applicable requirements, the online banking service may be used to access and perform transactions for any valid open accounts at the Bank.

### 3. Definitions

In this Online Banking Agreement, the words "**you**" and "**your**" refer to the customer accepting this Online Banking Agreement and every person or entity with an interest in or authorized to access the accounts linked to the service. The words "**we**," "**us**," "**our**," and "**Bank**" refer to Atlantic Union Bank and its successors and assigns. The word "account" means each of your accounts linked to our online banking service. The words "**business day**" refers to any day that is not a Saturday, Sunday, or a bank holiday. Unless the context indicates otherwise, the word "**service**" refers to all online banking services being provided to you by us, including, without limitation, the ability to view and perform transactions in your accounts via the online banking website and all other services addressed in this Online Banking Agreement. The word "**person**" means an individual, a corporation, a partnership, an association, a limited liability company, a trust, or any other entity or organization. The words "**account documents**" mean, collectively, (i) this Online Banking Agreement; (ii) the Consumer Deposit Account Agreement; (iii) all other agreements, disclosures, documents, riders, supplements, addenda, schedules, exhibits, statements, forms, appendices, and instructions that may now or hereafter govern or relate to any services or products we provide to you; (iv) all content, materials, and features available, made, used, or provided on or through the online banking website; and (v) all renewals, supplements, amendments and modifications of any of the foregoing.

### 4. Other Agreements and Disclosures

**This Online Banking Agreement supplements, and does not replace or change any of the terms of, the agreements and other account documents applicable to your accounts, or any disclosure we have made or will make to you.** For example, this Online Banking Agreement is in addition to the following agreements available to view on our website:

- [Consumer Deposit Account Agreement](#)
- [Truth In Savings disclosure](#)
- [Fee Schedule](#)
- [Privacy Disclosure](#)

You should review all your other account documents for other terms and conditions relating to your account. The terms and conditions of all other account documents are hereby incorporated by reference into this Online Banking Agreement.

5. Riders to this Online Banking Agreement

From time to time, you may receive riders to this Online Banking Agreement that relate to specific online banking services. By checking the box to acknowledge the terms and conditions of service, you also accept and acknowledge the terms and conditions of each rider. You should review all riders closely. If there is a conflict between the provisions of any rider and this Online Banking Agreement, the provisions of the rider will control with respect to the specific subject matter addressed in it.

6. Electronic Communications Disclosure and Consent

As required by the Federal Electronic Signatures in Global and National Commerce Act ("ESIGN"), by checking the box to acknowledge the terms of this service, you agree that in order to proceed and conduct business electronically we may provide all notices, disclosures and other communications in an electronic format. **Your consent to receive such communications in electronic format does not automatically enroll you in our online statements service.** Please read and retain a copy for your records. Along with your consent, you agree to provide a valid email address and must meet specific system requirements as outlined below. If additional information cannot be provided to you in electronic format, we will provide this to you in writing.

The System and Hardware Requirements required to utilize this service are stated below in section 8(e). By consenting to this agreement, you agree that you have and maintain these requirements. If hardware or software requirements change, we will notify you of these changes and the new requirements.

You have the right to withdraw your consent at any time. By declining or withdrawing this consent, you will be unable to proceed with the service and you revoke your right to receive electronic records in the future. Contact our Customer Contact Center at 1-800-990-4828 to withdraw your consent, make updates to your contact information or request additional information.

7. Online Banking Services

By checking the box to acknowledge the terms and conditions of service, you authorize us to complete electronically any transfers or transactions submitted by you through the service, including transfers or transactions that would otherwise require your written authorization.

You may use the service to do any of the following, subject to applicable restrictions:

- a. Transfer funds between your checking and savings accounts;
- b. Transfer funds to pay your other accounts with us, such as an installment loan or mortgage;
- c. Make payments to third parties (if you also enroll for the service);
- d. View current balances in your accounts;
- e. View transaction histories for your accounts, to the extent available; and
- f. Do routine maintenance such as ordering checks, updating your contact information, and changing your password.

The Bank will occasionally add additional services to enhance the experience.

Some of the above services may not be available to you because of the type of account you have or other restrictions that may apply.

Generally, you will be able to access the service 24 hours a day, seven days a week. You may not be able to access the service if, for example, our system is down for routine maintenance or emergency repairs, and we do not warrant that the service will be available at all times.

8. General Terms and Conditions

- . *Your Liability for Unauthorized Transactions.* Tell us AT ONCE if you believe your username or password has been lost, stolen, or used without your permission, or if you believe that someone has transferred or may transfer funds in or from your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus any available credit on your overdraft line of credit. If you tell us within two business days after you learn of the loss, theft or unauthorized transfer due to someone signing in without your permission, you can lose no more than \$50.00

If you do NOT tell us within two business days after you learn of the loss, theft, or unauthorized transfer, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows transfers that you did not make, including those made through the service or otherwise, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us within the 60-day period.

If a good reason (such as a long trip or a hospital stay) keeps you from telling us, we will extend the time periods.

**If you believe your username or password has been lost, stolen, or used without your permission, call or write to us as follows:**

Telephone Number: 1-800-990-4828

Mailing Address:

Atlantic Union Bank  
Attention: Online Banking  
P.O. Box 5568  
Glen Allen, Virginia 23058

For your own protection, we recommend that you not email us to notify us of lost or stolen usernames or passwords.

- a. *Your Responsibility to Keep Usernames and Passwords Confidential.* You agree to keep your username, password, personal identification numbers, and codes secure and confidential. You agree to tell us immediately, and to select a new username or password, if you believe your username or password has been obtained by someone not authorized to have access to your account. If you give your password to someone, every

transaction that person performs in your account is considered to have been authorized by you. You are solely responsible for all transactions that person may perform while using the service, whether or not you authorized a particular transaction. We have no duty to verify the identity of any person who accesses the service using a valid password. **We are not liable for any losses resulting from the use of the service by any person to whom you have given your password.** If you tell us that a person is no longer authorized to access your account, then only transactions performed by that person after you told us, and after we have had a reasonable amount of time to act on your notice, are considered unauthorized transactions.

- b. *Our Liability for Failure to Make Transfers.* We are responsible for completing transfers from and transactions in your account according to the instructions you give when using the service. 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, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- i. If, through no fault of ours, you do not have enough money in your account to make the transfer;
  - ii. If you have an overdraft line of credit and the transfer would go over your overdraft credit limit;
  - iii. If our system was not working properly and you knew about the malfunction when you started the transfer;
  - iv. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
  - v. If you provide wrong instructions or do not enter information (such as account numbers and payment amounts) correctly when using the service;
  - vi. If circumstances beyond our control prevent you from accessing or using the service; or
  - vii. If you, or anyone to whom you provide your password or username, uses the service improperly or for any fraudulent or illegal purpose.

In addition, there may be other exceptions stated in your other account documents.

- c. *Waiver of Signature Requirements.* You agree that any requirement for multiple signatures or authorizations do not apply to accounts linked to the service. **You agree that we may honor the instructions of any person who has accessed the service using your password even if your account is a joint account or has a multiple signature requirement.**
- d. *System and Hardware Requirements.* You must have the following items in order to use the service:
- i. A personal computer;
  - ii. An operating system such as Windows Vista, Windows 7, or Macintosh OS X 10.0 or higher
  - iii. An internet browser, such as Microsoft Internet Explorer, Google Chrome, Firefox, or Safari; and
  - iv. Access to the internet through your internet service provider (ISP).

You represent and warrant to us that you have all of the items listed above.

Your ISP may charge you a fee for its services. We are not responsible for errors, failures, or malfunctions of your computer equipment or software, or for the actions of any third party, such as your ISP. You alone are responsible for ensuring your computer equipment and software are installed and maintained correctly, and that your internet service is working properly. We are not responsible for the effects of, or any losses you may incur as a result of, any computer virus or other program or device that infects your system. We are not responsible for maintaining the security of your system while you use the service or for any losses you may incur as a result of any breach of your system security. We are not responsible for losses you may incur because your internet access was not functioning properly.

- e. *Disclaimer of Warranties.* We cannot guarantee that the service or any software provided to you by us or any third party will be available and operational at all times, or that they will function without error or interruption. There will be times when the service is unavailable or software malfunctions. THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE OR ANY SOFTWARE PROVIDED TO YOU BY US OR ANY THIRD PARTY.
- f. *Limitation of Liability.* IN NO EVENT WILL WE, OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF: (I) YOUR ACCESS TO, USE OF, OR INABILITY TO USE, THE SERVICE; (II) THE USE OF ANY PRODUCT OR SERVICE PROVIDED BY US OR ANY THIRD PARTY UNDER THIS AGREEMENT; OR (III) ANY LOSS OF DATA SUFFERED BY YOU, IN EACH CASE EVEN IF WE OR ANY THIRD PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. If we are ever determined to be liable for damages, our liability will not exceed the amount of fees you have paid us for use of the service.
- g. *Service Fees and Charges.* You authorize us to charge fees and charges for the service to any account you maintain with us. Fees and charges for the service are listed in the Fee Schedule. We reserve the right to change the Fee Schedule at any time, subject to any notice or other requirements under applicable law.
- h. *Confidential Information.* We will disclose information to third parties about your account or the transfers you make:
  - i. Where it is necessary for completing transfers;
  - ii. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
  - iii. In order to comply with government agency or court orders; and
  - iv. As explained in our Privacy Disclosure.
- i. *Privacy Policy.* Please see our Privacy Disclosure for our policy on the use and sharing of information obtained from you.
- j. *Posting of Transactions.* Unless otherwise stated in this Online Banking Agreement, online banking transactions submitted prior to 6:00 p.m. Eastern Time on a business day will be processed on the same business day. Transactions submitted after 6:00 p.m. Eastern Time on a business day, or on a Saturday, Sunday, or bank holiday, will be

processed the next business day. Transactions you perform other than through the online banking website, such as in person at a branch, may have earlier deadlines.

- k. *Limitations on Transfers.* Federal regulations limit the number and type of withdrawals and transfers you may make from a savings or money market account each monthly statement cycle. Please review your other account documents for additional information.
- l. *Your Right to Stop Preauthorized Transfers.* 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: call, email, or write us as indicated in Section 8(n) "Errors or Questions About Your Transfers" in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If we do not receive the requested written confirmation within 14 days after you call, we may consider your stop payment request withdrawn and make all payments as originally directed by you. If you wish to stop all future regular payments to any person, you must state so in your request; otherwise, we will deem the stop payment request to apply only to the payment described in your request. Please refer to the separate schedule of fees for information on the fee for stop payment orders. If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- m. *Errors or Questions About Your Transfers.* In case of errors or questions about your electronic transfers, call, email, or write us at:

Telephone Number: 1-800-990-4828

Mailing Address:

Atlantic Union Bank  
Attention: Online Banking  
P.O. Box 5568 Glen Allen, Virginia 23058

You are responsible for notifying us as soon as possible if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- i. Tell us your name and account number (if any).
- ii. 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.
- iii. Tell us the dollar amount of the suspected error.

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 business days if the transfer involved a new account) after we hear from you and 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, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

- n. *Stop Payments.* You may use the service to place a stop payment order on any paper check in accordance with the Consumer Deposit Account Agreement
9. Your Right to Cancel the Service

You may cancel your enrollment in the service at any time (i) by notifying us in writing at Atlantic Union Bank, Attention: Online Banking, P.O. Box 5568, Glenn Allen, Virginia 23058; (ii) by sending a secure email to us through the online banking website; or (iii) by calling our Customer Contact Center at 1-800-990-4828. Your cancellation will become effective after we have had a reasonable period of time, but in any event at least three business days, to implement your cancellation request. All payments through the service that remain unprocessed will be canceled. Cancelling your service will not close any accounts you maintain with us. If you cancel the service, you will still be responsible for all payments, transfers, and other transactions existing or pending at the time of your cancellation.
10. Our Right to Cancel the Service

We may cancel the service, or your enrollment in the service, at any time for any reason (including, without limitation, for inactivity), with or without notice to you. We will have no liability of any kind to you in the event we cancel the service or your enrollment in the service. If we cancel the service or your enrollment in the service, you will still be responsible for all payments, transfers, and other transactions existing or pending at the time of our cancellation.
11. Our Right to Change this Online Banking Agreement

Subject to applicable law, we may change this Online Banking Agreement, or the terms and conditions of the service, at any time, with or without notice to you. We may modify, add new provisions to, or delete existing provisions of, this Online Banking Agreement. Generally, we will notify you in advance of any change and the date upon which the change will become effective; however, if circumstances require the change to become effective immediately, we will notify you as soon as reasonably possible after the change became effective. If you continue to use the service after receiving notification of a change, you acknowledge and agree to the change.
12. Proper Use of the Service

You agree that you will not use the service for any activity not permitted under the account documents or for any unlawful, abusive, harassing, libelous, defamatory, obscene or threatening purpose. You agree to immediately stop using the service if we have terminated this Online Banking Agreement or the service, and to stop using the service to access any other services that may have terminated.
13. Alert us of Email Changes

You must provide us with a current, accurate email address and other contact information in order to participate in the service. You agree to update us promptly in the event your email address or

other contact information has changed. You may notify us of changes to your email address or other contact information by updating your contact information on the online banking website or by calling our Customer Contact Center at 1-800-880-4828. Changing your contact information for online banking does not change your contact information for any other purpose. If you wish to change the contact information the Bank has on record for you, or any contact information we may use for specific services such as the Bill Payment service, you must do so separately.

14. Secure Messaging

You may send messages to us regarding your online banking accounts through our secure messaging service, which is accessible from the online banking website. The secure messaging service may not be used for sending email messages to or from anyone other than us. We may not immediately receive or view messages sent through the secure messaging service or by regular email. As a result, we are not liable for taking action on any message sent through the secure messaging service or by regular email until we have actually received and viewed the message and have had a reasonable opportunity to act on it.

By enrolling in the service, you agree that you will not use the secure messaging service to conduct transactions in your account. Instead, you will use the appropriate online banking functions to conduct account transactions. You may not use the secure messaging service to tell us about unauthorized transactions or lost or stolen usernames or passwords. If you believe you have unauthorized transactions in your account or your username or password has been lost or stolen, please call or write us as indicated in Section 8(a) "*Your Liability for Unauthorized Transactions.*"

You agree that we may use the secure messaging service to communicate information to you about your accounts, transactions in your accounts, and the service. We may also send important notices and disclosures to you through the secure messaging service. We will deliver all secure messaging communications to the email address on record with us. It is your responsibility to notify us of any changes to your email address. You may notify us of changes to your email address by updating your contact information on the online banking website or by calling our Customer Contact Center at 1-800-990-4828.

15. Online Statements

You must activate the online statements feature by setting your statement delivery preferences on the online banking website. Online statements are available only if you have accounts enrolled in the service. If you choose to receive account statements online, you will no longer receive paper copies of statements, checks, or check images for any account you maintain with us. You may still receive other communications from us in paper format or by mail. Online statements are made available in PDF format, which requires Adobe® Reader® software for viewing. You may view, print, or download your online statements, and we encourage you to save copies of all statements that are important to you. Generally, account statements will be available online within 24 hours after the statement end date, and will remain available online for up to seven years. We may discontinue the online statement service at any time for any reason. You may discontinue your online statement service by changing your statement delivery preferences on the online banking website or by calling our Customer Service Center at 1-800-990-4828. **If you discontinue your online statement service, we may, in our sole discretion, stop sending you any or all other communications electronically.**

16. Transfers Between Accounts

You may make transfers between your online banking accounts that are registered with us under the same social security number or federal tax identification number. You may make transfers seven days a week, 24 hours a day; however, we will process transfers only on business days. Transfers made after 6:00 p.m. Eastern Time on a business day, or on a Saturday, Sunday, or bank holiday, will be processed on the next business day. You authorize us to withdraw and debit your account as necessary to complete any and all transfers. You agree not to schedule any



transfer unless you have, and will have at the time the transfer is processed, funds in the account sufficient to complete the transfer. We may, at our option, either cancel or complete any transfer from an account with insufficient funds. We may also attempt to complete the transfer again at a later time. If we choose to complete the transfer, you may have an overdraft and will be liable for the overdraft and overdraft fees and charges as set forth in the Consumer Deposit Account Agreement and Fee Schedule. We will notify you if we cancel a transfer because of insufficient funds. We reserve the right to terminate your access to the service and cancel all existing and future transfers if you make a transfer without sufficient funds in the withdrawal account.

Same day transfers cannot be cancelled after requested. Future scheduled transfers may be cancelled prior to 6:00 p.m. Eastern Time on the date prior to the scheduled transfer date. In addition, as described in Section 8(m) "*Your Right to Stop Preauthorized Transfers*," you have a right to cancel regularly recurring scheduled transfers at least three business days prior to the scheduled payment date. To cancel a scheduled transfer between accounts, log on to the service through the online banking website and follow the instructions for deleting transfers on the "*Scheduled Transfers*" screen.

#### 17. Loan Payment Service

If you enroll in the Loan Payment Service, you may draft a checking account from another financial institution within the United States to pay a loan you have with Atlantic Union Bank. You may make your loan payment seven days a week, 24 hours a day; however, we will process payments only on business days. Payments made after 6:00 p.m. Eastern Time on a business day, or on a Saturday, Sunday, or bank holiday, will be processed on the next business day. You agree not to schedule any payment unless you have, and will have at the time the transfer is processed, funds in the account sufficient to complete the payment. We may, at our option, either cancel or complete any withdrawal from an account with insufficient funds to make the scheduled payment. If we choose to complete the withdrawal, you may have an overdraft and will be liable for the overdraft and overdraft fees and charges imposed by the provider of your external account. We will notify you if we cancel a payment because of insufficient funds.

You authorize us to select any means to execute your payment instructions. You understand that to effect your payment instruction we utilize the Automated Clearing House (ACH). Using applicable ACH Rules, we will initiate the debit from your external account and provisionally credit your loan account, credit will be applied as indicated above. If the ACH is returned for any reason, the provisional credit applied to your loan will be reversed. You understand and agree that in the event we are unable to execute your payment request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your payment instructions, such as wire transfer or check.

Same day payment requests cannot be cancelled after requested. Future scheduled payments may be cancelled prior to 6:00 p.m. Eastern Time on the date prior to the scheduled payment date. In addition, as described in Section 8(m) "*Your Right to Stop Preauthorized Transfers*," you have a right to cancel regularly recurring scheduled payments at least three business days prior to the scheduled payment date. To cancel a scheduled payment, log on to the service through the online banking website and follow the instructions for deleting transfers on the "*Loan Payments*" screen.

By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your account(s) to make withdrawals from the external account that you have provided, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You represent and warrant to us that you are at least eighteen (18) years old and a resident of the United States.

You understand and agree that at all times your relationship with the external account provider is independent of Atlantic Union Bank and your use of the Loan Payment Service. Atlantic Union Bank will not be responsible for any acts or omissions by the financial institution or other provider of any external account, including without limitation any modification, interruption or discontinuance of any external account by such provider. Some account types may not be eligible to withdrawal funds; be sure to check with your financial institution for restrictions regarding withdrawals among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from withdrawals that are not permitted under such restrictions by the provider of your external account or those imposed by applicable law.

You understand that the financial institution at which the external account is maintained may contact us to verify the content and authority of the payment instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and satisfy valid security procedures under the rules governing such external account.

We reserve the right, in our sole discretion, to terminate or suspend your right to use the Loan Payment Service immediately and without prior notice to you. An example of a reason we may suspend or terminate your right would be if you make a payment without sufficient funds in your external account. You may not make payments in excess of limits described on the Service. We reserve the right to change the limit of the payment amount you are permitted to make.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE EXTERNAL ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT THE EXTERNAL ACCOUNTS IN ACCORDANCE WITH YOUR LOAN PAYMENT INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED REGARDING THE EXTERNAL ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF THE EXTERNAL ACCOUNTS AND (5) ANY FUND TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE EXTERNAL ACCOUNTS.

18. Bill Payment through Online Banking

If you enroll in the online banking Bill Payment and Presentment ("**Bill Payment**") service, you may receive and pay your bills online to payees in the United States. You must have a checking account with us and be enrolled in online banking in order to use the Bill Payment service. Payments may not be made from a savings or money market account. By enrolling in the Bill Payment service, you authorize us to debit or charge your designated checking account for any and all amounts necessary to complete your scheduled payment. We may remit your payments by paper check, electronic funds transfer, or other means. You may link multiple checking accounts to the Bill Payment service: each time you schedule a payment, you will choose which checking account from which to make your payment. By linking a checking account to the Bill Payment service and scheduling a payment, you represent and warrant to us that you are authorized to make withdrawals or transfers from that account. Your payment will become part of your online banking transaction history after the amount of the payment has been deducted from your designated checking account.

You may schedule payments to occur once or on a recurring basis. In addition, in certain circumstances you may schedule payments to occur automatically upon receipt of an electronic bill. Payments may not be scheduled to occur on any day that is not a business day or more than one year in the future. Generally, any recurring payment scheduled to occur on a day other than a business day will occur on the next business day.

You should schedule payments to occur at least five business days prior to the date on which your payment is due to ensure it reaches the payee by the due date. We are not responsible for mail delays or for any late charges, fees, interest, penalties, or other losses you may incur because you have not provided sufficient time for your payment to reach your payee before the payment due date. It is your responsibility to provide complete and accurate payee information so that we may direct your payment to the proper payee. It is also your responsibility to provide the correct account from which the payment is to be made. We will not be responsible for errors, accidental payments, or incorrect payments if we delivered the payment in question according to instructions provided by you.

We will deduct scheduled payments from your designated payment account within 2 business days of the scheduled payment date. You agree that your payment may not be completed or delivered if there are insufficient funds in the payment account. You agree not to schedule any payment unless you have and will have on the scheduled payment date funds in the payment account sufficient to make the scheduled payment in full. We may, but are not obligated to, cancel any scheduled payment if there are insufficient funds in the account on the scheduled payment date. If we choose to complete the scheduled payment regardless of insufficient funds, you may have an overdraft and will be liable for the overdraft and overdraft fees and charges as set forth in the Consumer Deposit Account Agreement and Fee Schedule. We will notify you if we cancel a scheduled payment because of insufficient funds. We reserve the right to terminate your access to the Bill Payment service or to the service, and to cancel all existing and future scheduled payments, if you schedule or make a payment without sufficient funds in your payment account.

The cut-off time for submitting payments through the Bill Payment service is 10:30 p.m. Eastern Time. Payments submitted prior to 10:30 p.m. Eastern Time on a business day will be processed on the same business day. Payments submitted after 10:30 p.m. Eastern Time on a business day, or on a Saturday, Sunday, or bank holiday, will be processed the next business day.

No payment made through the Bill Payment service may exceed \$10,000.00. In addition, the total amount of all payments made through the Bill Payment service in a single day may not exceed \$20,000.00.

You may not use the Bill Payment service to make payments to federal, state, or local tax agencies or to pay alimony, child support, or other governmental taxes, fees, penalties, or court-ordered payments. You may not use the Bill Payment service to make payments to payees located outside the United States or to any payee who does not accept checks. In addition, we reserve the right to refuse to make a payment to any payee and to cancel your enrollment in the Bill Payment service at any time for any reason.

Non-scheduled bill payments cannot be cancelled. Future scheduled payments may be cancelled prior to 10:30 p.m. Eastern Time on the date prior to the scheduled payment date. In addition, as described in Section 8(m) "Your Right to Stop Preauthorized Transfers," you have a right to cancel regularly recurring scheduled payments at least three business days prior to the scheduled payment date. To cancel a scheduled payment, log on to the service through the online banking website and follow the instructions on the Bill Payment screen.

We reserve the right from time to time to place new or different restrictions on payments submitted through the Bill Payment service and to change any other requirements of the Bill Payment service.

You may be eligible to receive bills from some payees electronically through the Bill Payment service. We do not control the electronic bills provided to you: the payee decides whether to provide electronic bills, what information they need to provide them, and when they will make

your electronic bills available. It is your responsibility to contact the payee if you do not receive an electronic bill. We are not responsible in the event you or a payee does not timely provide us the information required to access your electronic bills. All questions regarding your electronic bills should be directed to the payee.

In order to access a payee's website to obtain an electronic bill, we may ask you for identifying information such as your user identification number, password, and login information. By providing this information, you authorize us to access the payee's web site to retrieve your account information on your behalf and appoint us your agent for that purpose.

If you wish to stop receiving electronic bills for a particular payee, you may do so by changing your electronic bill preferences in the Bill Payment section of the online banking website or by calling our Customer Contact Center at 1-800-990-4828.

For an additional fee, as part of the Bill Payment service, you may schedule a bill payment to process on an expedited basis. An expedited payment will be processed overnight either by electronic or paper check and in most cases will be delivered to your payee account the next day. You may have an additional fee in the event we process your expedited payment by paper check. In some cases, expedited processing will not be available for the bill payment you wish to schedule; if expedited processing is not available for a payment, the expedited processing option will not appear on the screen. We do not process paper checks on an overnight basis to payees with P.O. boxes or payees located in Alaska, Hawaii, or any address outside of the contiguous 48 states or the District of Columbia. In addition, all expedited payments are subject to all other restrictions applicable to the Bill Payment service.

19. Your Use of Other Products and Services

We may provide access to other products and services (such as TurboTax® and Money Management™) offered by third parties, us, or our affiliates to help you manage your finances and accounts. Access to these products and services may be provided from within the service, by hyperlink or otherwise. None of these products or services are intended to provide legal, tax, or financial advice of any kind. You agree that when you use any such product or service, you are subject to and will abide by the separate terms and conditions of use applicable to it. You further agree that we have no liability for the content of, or any damages arising from for your use of, any such product or service.

20. Assignment

You may not assign this Online Banking Agreement to any person. We may assign this Online Banking Agreement or delegate our rights and responsibilities under it to any person.

21. Construction

The captions and heading used in this Online Banking Agreement are for convenience of reference only and are not intended to affect the meaning of any provision of this Online Banking Agreement.

22. Governing Law

This Online Banking Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law principles.

23. Waiver

We may delay in enforcing our rights under this Online Banking Agreement without waiving them. Any waiver by us is not a waiver of any other right or remedy or of any future right or remedy. Except as set forth in this Online Banking Agreement or otherwise required by law, you waive diligence, demand, presentment, protest and notice of every kind.

24. Severability

If any provision of this Online Banking Agreement is determined to be invalid, void, or unenforceable, the remainder of this Online Banking Agreement will remain in full force and effect.

25. Waiver of Jury Trial

**YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS ONLINE BANKING AGREEMENT.**

**YOU ACKNOWLEDGE THAT YOU HAVE HAD A REASONABLE OPPORTUNITY TO SEEK OR RECEIVE THE ADVICE OF COUNSEL WITH RESPECT TO YOUR DECISION TO WAIVE YOUR RIGHTS TO A TRIAL BY JURY.**

## Mobile Banking Service

In addition to the terms and conditions listed above, this agreement also covers Mobile Banking Services offered by the Bank. The terms used throughout this section shall have the same respective meanings as set forth in the Online Banking Agreement above, noting that within this section, the use of the term mobile banking service becomes the "Service".

1. General Information

The use of the Bank's mobile banking service (the "Service"). authorizes and directs the Bank to act upon all requests to access certain information and to effect certain transactions, as set forth below, to and from the Customer's checking, savings, money market deposit, certificate of deposit, credit card and loan accounts maintained at the Bank as from time to time set forth in the Customer's service agreements with the Bank, as from time to time in effect (the "Accounts").

There are three ways in which you may access the Service:

- a. *Mobile Web Access.* Access to the Service is through use of any mobile device (such as a cell phone) having a data plan and web browsing capability. You must also be enrolled in the Bill Payment service in order to access the bill payment feature of the Service through Mobile Web Access.
- b. *Mobile App Access.* Access to the Service is through use of an iPhone®, iPad®, Amazon Kindle or Android™, which requires you to download the appropriate applications from the applications store. You must also be enrolled in the Bill Payment service in order to access the bill payment feature of the Service through Mobile App Access.
- c. *Text Message Access.* Access to the Service is through use of any mobile device (such as a cell phone) having text messaging capability.

2. Agreement

You agree to the following The Customer hereby agrees to the following:

- a. *Mobile Device.* You agree to provide the Bank with a valid number for each of your mobile devices to be used in connection with the Service (each, a "Device") and to notify the Bank promptly upon any change in said number(s). With respect to Text Message Access, you agree that the Bank may send you text messages to any Device through your wireless provider, provided said provider is supported by the Service (the "Provider"). Message and data rates may apply. You may text "STOP" to 454545 to

cancel and text "HELP" to 454545 for help.

- b. *Enrollment.* By utilizing both desktop Online Banking and the Mobile Service, you must use the same signon and password. Only individuals who have completed the enrollment process for the Service are authorized to use the Service. For Mobile Web Access, the Device must have a data plan that permits the web browser to access atlanticunionbank.com. With respect to Text Message Access, you must use the "notifications" link on the "Account Access" page of the consumer online banking website and register your cell phone number in order to receive text messages. Each Device must be registered separately.
- c. *Fees.* The Bank does not charge for the Service, but you will be responsible for all charges and fees associated with any text messages imposed by the Provider.
- d. *Information Access.* Using the Service, you may obtain the following information:
  - i. Account balance;
  - ii. Recent transactions;
  - iii. Branch Locations (not available with Text Message Access)

The Bank will occasionally add additional services to enhance the experience.

You acknowledge and agree that balances provided may not include very recent or pending transactions that have not yet posted to an Account and that other restrictions may apply, as set forth in the Consumer Deposit Account Agreement.

- e. *Transaction Capabilities.* Using the Service, you may initiate the following transactions with respect to the Accounts:
  - i. Transfer funds to eligible Accounts; and
  - ii. Pay bills to providers of goods and services that have agreed to accept payment through our online banking service (not available with Text Message Access).

You acknowledge and agree that transfers and payments from any of your Accounts using the Service are subject to availability in the related Accounts and that other restrictions may apply, as set forth in the Consumer Deposit Account Agreement.

- f. *Unauthorized Use.* You agree to notify the Bank immediately of any changes to any Device or the Provider. In case of unauthorized access to a Device or this Service, you shall cancel enrollment associated with all Devices and this Service immediately. Unless otherwise prohibited under applicable law, you agree to indemnify, defend, and hold the Bank harmless from any third party claims, liability, damages or costs arising from your use of the Service or from any fraudulent activity, including, without limitation, providing the Bank with a phone number that is not yours. You agree that the Bank shall not be liable for failed, delayed, or misdirected delivery of, any information sent through the Service, any errors in such information, any action you may or may not take in reliance on the information or the Service, the improper use of any Device, or any disclosure of account information to third parties resulting from your use of the Service. In no event shall the Bank be liable for special, indirect or consequential damages.
- g. *Miscellaneous.* We reserve the right to modify the terms of the Service at any time for any reason, and to refuse to complete any transaction requested by use of the Service, at any time and for any reason. You acknowledge and agree that the Service may not be accessible or may have limited effect over some mobile networks, such as while roaming.

## Mobile Check Deposit Service

### General Information

This section governs your use of the Bank's mobile check deposit service (the "Service"). You authorize and direct the Bank to act upon all requests to access certain information and to effect certain transactions, as set forth below, to your checking, savings and money market accounts maintained at the Bank as from time to time set forth in the agreements with the Bank, as from time to time in effect (whether one or more, the "Account"). This section is governed by the Consumer Online Banking Agreement and Disclosure between you and the Bank, which includes the Mobile Banking Service between you and the Bank (as from time to time amended, supplemented and replaced, collectively, the "Online Banking Agreement"). Terms used in this section and not otherwise defined herein shall have their respective meanings as set forth in the Online Banking Agreement.

The Service allows you to make deposits of funds represented by paper share drafts or paper checks ("original checks") to your Account from home or other remote locations by photographing the original checks and delivering the digital images and associated deposit information ("images") to the Bank or our processor using the Customer's mobile device. You may apply for the Service after agreeing to the terms and conditions set forth in the Online Banking Agreement and Disclosure and mobile banking service (defined below).

### Agreement

The Customer hereby agrees to the following:

**Limits.** The Bank has established limits on the dollar amount and number of items or deposits for the Service. Tier eligibility is determined through customer's deposit account type, length of relationship with the bank, and account balances(s).

<b>Transaction Limits</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>	<b>Tier 5</b>
Maximum Daily Deposit Amount	<b>\$1,000</b>	<b>\$3,000</b>	<b>\$10,000</b>	<b>\$25,000</b>	<b>\$100,000</b>
Maximum Monthly Deposit Amount	<b>\$5,000</b>	<b>\$15,000</b>	<b>\$50,000</b>	<b>\$100,000</b>	<b>\$500,000</b>

If you present a duplicate check and the Bank deems said presentment to have been accidental, you will receive a warning, for the first and second instances. If you accidentally present a duplicate check for the third time, or intentionally presents a duplicate check at any time, the Service shall be terminated for a minimum of 90 days

Customers may request to be placed in Tier 4 and 5; access will be granted only after a full account review is conducted according to internal bank procedure.

The Bank may modify these limits on the dollar amount and number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, the Bank may reject the deposit. If the Bank permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this section, and the Bank shall not be obligated to allow such a deposit at any other time. You must inform us immediately of any material change in your financial circumstances or in any of the information

provided in your application for the Service. You agree to provide us any financial information we reasonably. You authorize us to review your history from time to time.

1. **Procedures.** When the image of the check transmitted to the Bank under the Service is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.
  - a. **Eligible items.** You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand). You agree that you will not scan and deposit the following using the Service:
    - a. Checks payable to any person or entity other than you (i.e., payable to another party and then indorsed to you).
    - b. Checks payable to you and another party who is not a joint owner on the account.
    - c. Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
    - d. Checks or items:
      - A. Containing obvious alterations to any of the fields on the front of a check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
      - B. Dated more than six months prior to the date of the deposit;
      - C. Drawn on a financial institution located outside of the United States;
      - D. Not payable in U.S. dollars;
      - E. Previously converted to a "substitute check", as defined by Regulation CC of the Board of Governors of the Federal Reserve System ("Regulation CC");
      - F. Prohibited by the Bank's Online Banking Agreement and Disclosure relating to the Mobile Check Deposit Service or which are not acceptable for deposit under the terms of the Account Agreement;
      - G. That are irregular (e.g., check amount number differs from the written amount);
      - H. That are "remotely created checks", as defined by Regulation CC; or
      - I. Having no magnetic Ink Character Recognition (MICR) line;
  - e. Traveler's Checks;
  - f. U.S. Postal Money Orders; or
  - g. U.S. Savings Bonds.



- b. **Check Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any indorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Indorsements must be made on the back of the check within 1\_ inches from the top edge, although we may accept indorsements outside of this space. Your indorsement must include your signature and the words "For mobile deposit only, Account # \_\_\_\_\_," or as otherwise directed by Atlantic Union Bank. Any loss the Bank incurs from a delay or processing error resulting from an irregular indorsement or other markings by you will be your responsibility. A check payable to two payees must be indorsed by both payees. If the check is payable to you or your joint owner on the Account, either of you can indorse it. If the check is made payable to you and your joint owner on the Account, both of you must indorse the check.
  - c. **Receipt of Deposit.** All images processed for deposit through the Service shall be treated as "deposits" under the Consumer Deposit Account Agreement and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to the email address we have on file for you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. You agree not to hold us and our processor (whether one or more, the "Processor") liable or responsible in any way for any image that we do not receive or that violates any of the requirements of this section. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into the Account. We will notify you of rejected images.
  - d. **Original Checks.** After you receive confirmation that we have received an image, you must securely store the original check for 30 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.
  - e. **Returned Deposits.** Any credit to the Account for checks deposited using the Service is provisional. If original checks deposited through the Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.
2. **Fees.** The Bank does not charge for the Service, but you will be responsible for all charges and fees associated with your mobile device.
3. **Your Warranties.** You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and indorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise indorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Compliance with Law.** You will use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**Service Unavailability.** The Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Provider, Internet service provider, cellular service provider and Internet software. In the event that the Service is unavailable, you may deposit original checks at our branches or through our ATMs.

**Funds Availability.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 7:00 pm Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available no later than three business days from the day of deposit. Atlantic Union Bank, in its sole discretion, may make such funds available sooner or may extend the hold period based on terms disclosed in our Funds Availability Policy found in our Consumer Deposit Account Agreement.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this section.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or the Service, copy or reproduce all or any part of the technology or the Service, or interfere, or attempt to interfere, with the technology or the Service. We and our Provider (inclusive of, but not limited to, Digital Insight and Ensenta Software, LLC) retain all rights, title and interest in and to the Service, software and development made available to you.

**Accountholder's Indemnification Obligation.** You agree to indemnify us and hold us and our affiliates, directors, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service or breach of the terms of this service.

You also agree to indemnify the Bank's service providers and hold them harmless, and their respective affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including the claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to the Customer's use of the Service, unless such claim directly results from an action or omission made by the Provider in bad faith. You understand and agree that this paragraph shall survive the termination of this section.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**Unauthorized Use.** You agree to notify the Bank immediately of any changes to any mobile device or the service provider for a mobile device. In case of unauthorized access to a mobile device or the Service, you shall cancel enrollment associated with all mobile devices and the Service immediately.

**Modification.** We reserve the right to modify the terms of the Service at any time for any reason, and to refuse to complete any transaction requested by use of the Service, at any time and for any reason.

**Miscellaneous.** You acknowledge and agree that the Service may not be accessible or may have limited effect over some mobile networks, such as while roaming.

**Electronic Security.** You understand and acknowledge that if you do not implement and follow commercially reasonable hardware, software, physical access and physical storage security procedures regarding data owned by you, including sensitive personally identifiable information ("PII"), the security of your deposits and/or data may be compromised. You understand, acknowledge and agree that the installation, maintenance and operation of your mobile device (hardware and software) and related security procedures, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you.

**Entire Agreement.** This section incorporates by reference all the terms and conditions of the account, as well as the Online Banking Agreement. In the event the Bank has not received current Account Documents from you, the terms of the Account Documents customarily used by the Bank are hereby incorporated herein by reference and shall govern the Accounts.